AI-40267 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Recognition of Hidalgo County for receiving the National Association of Counties' 2nd Place 2013 National County Government Month Award

BACKGROUND

Attachments

LETTER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Dina Trevino	08/16/2013 04:33 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Monica Badillo Started On: 08/16/2013 04:25 PM

Final Approval Date: 08/16/2013

NACo National Association of Counties

June 26, 2013

The Hon. Ramon Garcia, Judge
Hidalgo County Commissioners' Court
100 N Closner Blvd.
County Courthouse
Edinburg, TX 78539-3523
ramon.garcia@hcdd1.org

Dear Judge Garcia: Judge Garcia

Congratulations! I am pleased to tell you that Hidalgo County's entry in NACo's 2013 National County Government Month (NCGM) Award program has won second place in the Metro County Category.

The independent judges, public relations specialists from the National Association of County Information Officers (NACIO), were most impressed with your county's programs: Hidalgo County Celebrates 2013 NCGM: Promoting Smart Justice, Creating Safer Communities. Your county's entry was submitted by Karina Cardoza, who was notified of this award via e-mail on June 25.

As a result of this award, your county will be recognized during the 2013 County Solutions and Idea Marketplace: The Annual Conference of the National Association of Counties, July 19-22, in Tarrant County/Fort Worth, Texas.

If you or another representative(s) from your county will be at the conference in Tarrant County, please consider attending the first annual **NACo Awards Luncheon Program, 12:30-2:30 p.m., Sunday, July 21, Exhibit Hall A.** Note that advance registration and an additional fee of $15 are required to participate in the luncheon. NACo President Chis Rodgers will serve as the Master of Ceremonies to congratulate counties who are receiving awards from various NACo programs. NACo is currently making separate arrangements for photos to be taken of NCGM Award recipients and President Rodgers.

In addition, your county has won ONE free NACo conference registration that can be used at any NACo conference, including next month in Fort Worth. Please contact Tom Goodman at tgoodman@naco.org or 202.942.4222 when you wish to obtain your free conference registration.

As you may know, the purpose of the National County Government Month Award program is to encourage counties to participate in NCGM and recognize those counties that sponsor outstanding programs to reach out and educate citizens about county government during the month of April.

Congratulations again on your county's fine achievement and thank you for celebrating National County Government Month! If you have any questions, please do not hesitate to contact me or NACo Media Relations Manager Jim Philipps at 202.942.4220 or jphilipps@naco.org.

Sincerely,

Matthew D. Chase
Executive Director

Congratulations again!

AI-40258 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval of Letter and Resolution of support for Extension of State Highway 68

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	08/16/2013 02:32 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: SANDRA DELEON Started On: 08/16/2013 02:00 PM

Final Approval Date: 08/16/2013

RESOLUTION IN SUPPORT OF THE CITY OF EDINBURG'S REQUEST FOR TXDOT TO EXTEND THE LIMITS OF SH68 AND CONNECT TO INTERSTATE 69

WHEREAS, since 1976, the City of Edinburg has invested over $8 million to develop and construct the Edinburg Municipal Airport, an airport included in the National Plan of Integrated Airport Systems (NPIAS) to accommodate cargo planes; and

WHEREAS, the City of Edinburg applied for the 165 acres surrounding the Edinburg Airport be designated as a Foreign Trade Zone,

WHEREAS, the City of Edinburg's application was approved and the 165 acres of land surrounding the Edinburg Airport was designated as a Foreign Trade Zone in 2001; and

WHEREAS, the City of Edinburg submitted a request for US Customs and Border Protection to provide inspection of cargo at the Edinburg Municipal Airport and the city's request was approved and inspections will initiated on April 2014; and

WHEREAS, the extension of State Highway 68 would encourage private investment in the development of warehousing and distribution facilities for international trade requiring inspection by US Customs; and

WHEREAS, State Highway 68 would foster economic development and create much-needed jobs in Hidalgo County; and

WHEREAS, the City of Edinburg, Hidalgo County, and the surrounding communities rely heavily on international trade; the extension of State Highway 68 would greatly enhance the economic vitality of the surrounding communities by creating jobs and expanding international trade.

NOW, THEREFORE, BE IT RESOLVED that Hidalgo County Commissioners Court strongly supports the City of Edinburg's request for the Texas Department of Transportation to extend the limits of State Highway 68 to the Edinburg Municipal Airport, better known as South Texas International Airport at Edinburg, and connect it to the Interstate 69.

Approved this 20th day of August, 2013.

_____
RAMON GARCIA
County Judge

_____
A.C. CUELLAR, JR.
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

_____
Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-40126 **County Judge's Office 6. C.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval to appoint one (1) Representative and one (1) Alternate to the Amigos del Valle Board

BACKGROUND

For Fiscal Year 2013-14 (October 1, 2013 - September 30, 2014)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/09/2013 11:23 AM
Manuel Chapa	Manuel Chapa	08/15/2013 10:15 AM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: SANDRA DELEON Started On: 08/09/2013 10:59 AM

Final Approval Date: 08/16/2013

Amigos Del Valle, Inc.

1116 North Conway Avenue
Mission, Texas 78572
Phone (956) 581-9494
Fax (956) 581-7743

RECEIVED
AUG 02 2013
COUNTY JUDGE

July 30, 2013

BOARD OFFICERS
EMILIO VERA, JR.
Member At-Large, Willacy County
President
ELEAZAR J. ROMERO
Member At-Large, Hidalgo County
Vice President
MINNIE MARTINEZ
Cameron County
Secretary
SANTIAGO SALINAS
Community Development
Program Monitor, Pharr
Treasurer
ELOY R. ALANIZ
Volunteer, Weslaco
Member

BOARD MEMBERS
JESSICA TETREAU
City Commissioner, Brownsville
JOEY TREVINO
Member At-Large, Cameron County
SONIA GALLEGOS
City Councilwoman, Donna
J. R. BETANCOURT
City Commissioner, Edinburg
VICTOR LEAL
City Commissioner, Harlingen
HECTOR "TITO" PALACIOS
County Commissioner, Hidalgo County
CARLA RODRIGUEZ
Grant Administration Director, McAllen
DIANNA G. TOVAR
City Commissioner, Mercedes
NORIE GARZA
Mayor Pro Tem, Mission
MARY GUTIERREZ
City Commissioner, Raymondville
HECTOR JALOMO
City of San Benito
ARMANDO GARZA
Mayor Pro Tem, San Juan
DORA PEREZ
County Commissioner, Willacy County
IRMA R. GARCIA
Banking / Finance
NORBERTO "BETO" SALINAS
Member Emeritus

EXECUTIVE DIRECTOR

JOSE EMANUEL GARZA

Judge Ramon Garcia
County Of Hidalgo
P. O. Box 1356
Edinburg, Texas 78539

Honorable Judge Garcia:

Our agency continues to need and depend on your County's active participation in our Board of Directors through your appointed Board Representative and Alternate. Thus, this is to request your County's appointment of your Representative and Alternate to our Fiscal Year 2013-14 (October 1, 2013 – September 30, 2014) Board of Directors by no later than Monday, September 2, 2013. Please submit your appointments' names and their respective elected positions and/or job titles, as applicable, in writing to Lydia Rodriguez, Executive Administrative Assistant, at our Administration Office by no later than Friday, September 6, 2013.

Please be assured that we are very grateful for your County's thirty-eighth (38) year commitment and involvement with our agency as a member of our Board of Directors.

Enclosed please find a copy of our agency's By-Laws for your information. If you have any questions, please call me at your convenience at (956) 581-9494, Extension 106.

Sincerely,

Jose E. Garza
Executive Director

cc: Hector "Tito" Palacios, Commissioner, County of Hidalgo
Raul Silguero, County of Hidalgo

Equal Housing
Opportunity & Lender

"CELEBRATING 38 YEARS OF SERVICE"

withdrawal unless other arrangement are made between the withdrawing member and the Board to retain certain services.

B. INVOLUNTARY TERMINATION

Any member who fails to pay membership fees in accordance with Article XIII-B stated herein may be automatically terminated as a member without further action of the Board. Upon involuntary termination, a member loses all rights and privileges associated with membership including the right to appoint a Representative and Alternate to the Board. Designated Representatives and Alternates of such member lose the right to participate or vote in Board meetings, and the right to hold office.

Upon involuntary termination, all corporation services and functions to such member shall be terminated 30 days after the effective date of termination, unless the Board, by majority vote, decides to retain certain services.

ARTICLE VII

BOARD OF DIRECTORS:

A. COMPOSITION

The Board of Directors shall be composed of the duly appointed Representatives and Alternates from the membership, Members-at-large, Members Emeritus, and Banking/Finance Members.

Representatives and Alternates shall be designated as follows:

In August of each year, each member of Amigos Del Valle, Inc. shall appoint a community representative to serve on the Board as its Representative. The term of appointments shall be for one year. An appointed Representative to the Board may serve successive terms without limitation. The Representative serves at the pleasure of the appointing member. Each member shall also appoint an Alternate to the Representative. The Alternate shall also be a community representative of the member governmental entity. Alternates shall serve a one year term consistent with the member's Representative. In selecting the Representative and Alternate, the member commission should give consideration to the ability of the person appointed to attend Board meetings and complete a full term. Each member shall notify the Board of Directors by a resolution or letter of the names of their Representative and Alternate on or before August 31st of each year. Representatives missing three (3) consecutive Board meetings or six (6) Board meetings during the fiscal year shall be reported to the appointing member's commission by the Board. If no just cause exists for the absence of the Representative from such meetings, the member shall

immediately name a replacement Representative and notify the Board. Vacancies on the Board during the course of the year shall be filled in the same manner as a prescribed for appointment of the original Representative or Alternate.

In addition to the Representatives and Alternates designated by the member entities, the membership of the Board may also include Members Emeritus. Members Emeritus must meet the following requirements.

1. Have been a Representative or Alternate of the Board for at least five (5) years.

2. Demonstrate through attendance, in accordance with Article VII-A-2, at corporation meetings, and participation in corporation activities, a dedication to the purposes and objectives of the corporation.

3. Nominated for such position by a current Board member in good standing.

4. Elected to such position by majority vote of the Board of Directors. Members Emeritus shall be ex-officio members of the Board and shall not have voting rights or the right to hold office. Members Emeritus shall not be required to pay membership fees. Once elected to the position of Member Emeritus, membership continues at the pleasure of the Board of Directors.

In addition to the Representatives and Alternates designated by the member entities and Members Emeritus, the membership of the Board may also include Banking /Finance Members who must meet the following requirements:

1. Have a banking and/or housing and economic development finance background.

2. Nominated for such position by a current Board member in good standing.

3. Elected to such position by majority vote of the Board of Directors.

4. Demonstrate through attendance, in accordance with Article VII-A-2, at corporation meetings, and participation in corporation activities, a dedication to the purposes and objectives of the corporation.

AI-40269 **Comm. Court Executive Office 7. C.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Presentation & Acceptance of Independent Audit Report for the year ended December 31, 2012.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Monica Badillo Started On: 08/16/2013

Final Approval Date: 08/16/2013

AI-40183 **Comm. Court Executive Office 7. D.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement Money Order from Jaime Garcia in the amount of $460.78 to settle auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 08/01/13

Acct #: 3-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

No budgetary impact- Revenue Acct.

Attachments

Jaime Garcia Settlement Money Order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/13/2013 04:27 PM
Obdett Calzada	Obdett Calzada	08/15/2013 04:06 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Aida Alvarez Started On: 08/13/2013 03:40 PM

Final Approval Date: 08/16/2013

DOCUMENT HAS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.

Stripes LLC
4525 Ayers St. - 78415
P.O. BOX 9036
Corpus Christi, Texas 78469

INTERNATIONAL MONEY ORDER

LIMITED RECOURSE: This Money Order will not be paid if it has been forged, altered, is a copy or stolen and in that event recourse shall be had only against the Endorser. This means that persons accepting this Money Order should accept it only from those known to them and against whom they have effective recourse. The money order cannot be converted electronically.

If the need arises to trace this Money Order, contact Stripes LLC at (361) 693-3653. There is an administrative service charge to trace Money Order. Charges may vary.

86-490/1031

HEAT SENSITIVE RUB AREA TO VERIFY

C-9137031830

US Dollars & Cents

$****460.78

S/N: 9137031830 - Op: 9 - Loc: 9137

Pay to the Order of: County of Hidalgo, Texas

********** 8/13/2013 ■ Four Hundred Sixty Dollars And Seventy-eight Cents

NOT VALID FOR OVER $460.78

SERVICE CHARGE: If the Money Order is not used or cashed (presented for payment) within six months of purchase date there will be a non-refundable administrative service charge, where permitted by law. The administrative service charge will be deducted from the face value shown on the Money Order. The administrative service charge shall be a monthly charge equal to 1 1/2% of the face value shown on the Money Order for each month retroactive to the beginning of such six months period, or if lower, the maximum amount permitted by law. The administrative charge assessed at the end of the six (6) months period shall be applied retroactive to the date of purchase.

Payable Through:
BancFirst
Oklahoma City, OK

PURCHASER SIGNATURE

16415 Las Casas Rd
Edinburg TX. 78541
PURCHASER ADDRESS

DOH: 8-1-13 Sheriff O/C
MEMO

⑆103104900⑆ 9137031830⑈ 3769

ER PAINT SHOP AND MECHANICAL
2420 W. MONTE CRISTO RD.
EDINBURG , TEXAS 78541
PH 956-386-0008 956-289-1939 FAX
eloytrevino@att.net
05-0548446
ESTIMATE # 270
AUGUST 7, 2013 • 12:49 PM

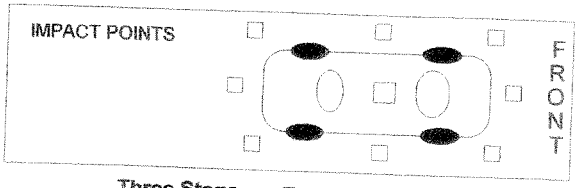
Customer	SHEREIFFF DEPARTMENT,	Year - Mfg	2008 FORD
Phone 1	383-8114	VIN	6678
		Model	F-150
		Body Style	PU LONG BOX XTRA CAB
		Paint System	2 STAGE

I HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE INCLUDING ALL NECESSARY PARTS/ MATERIALS. I AUTHORIZE <<ER PAINT SHOP >> AND THEIR EMPLOYEES TO OPERATE THE VEHICLE NOTED ABOVE FOR THE PURPOSE OF ANY ROAD TESTING AND INSPECTION. I UNDERSTAND THAT <<ER PAINT SHOP>> IS NOT RESPONSIBLE FOR ANY DELAY OR OTHER CONSEQUENCES DUE TO UNAVAILABILITY OF PARTS OR DELAYED SHIPMENTS. <<ER PAINT SHOP >> IS NOT LIABLE FOR ANY DAMAGE TO VEHICLES OR EQUIPMENT, INCLUDING FIRE, THEFT OR ANY OTHER CAUSES WHILE ON OUR PREMISES.
* ESTIMATE WILL BE HELD FOR 30 DAYS, SUBJECT TO NO INCREASE TO PARTS/MATERIAL COSTS.*

SIGNED:_____DATE:_____
WE DO NOT WARRANTY RUST REPAIRS,ROCK CHIPS,DOOR DINGS,BIRD DROPPINGS,WEATHER DAMAGES.PAINT WARRANTY FOR 1 YEAR.IF PIANT FLAKES,PEALS,CRACKS,. YOU ARE WELCOME TO BRING IT TO OUR ATENTION,ANDTHE NECESSARY REPAIRS TO FIX THE PROBLEM WILL BE DONE

VEHICLE OPTIONS

IMPACT POINTS



	Operation	Part	P/N	Labor	Price	Three Stage	Clear Coat	Jamb\Interior\edge	Refinish	Two Tone	Chip Guard	Blend	Polish	Sublet	Other
1	REMOVE & INSTALL	REAR FACE BAR		2.5											
2	REPAIR	REAR FACE BAR		3.0		1.8	0.7								
3	REPAIR	RIGHT BMPR BRACKET		2.0											

MISCELLANEOUS		LABOR	RATES	HOURS	CHARGES
Shop Supplies	0.00	Body/Sheet Metal	38.00	7.5	285.00
Sublet Charges	0.00	Frame	65.00	0.0	0.00
Haz Waste Charge	5.00	Mech/Electrical	65.00	0.0	0.00
Other	0.00	Refinish	38.00	2.5	95.00
		Paint & Materials	28.00	2.5*	70.00

TOTALS	
Parts Total	0.00
Labor Total	380.00
Paint & Materials Total	70.00
Miscellaneous Total	5.00
Subtotal	455.00
@ 8.25%	5.78
Grand Total	460.78

Calculations based on standards in current collision guide procedure pages. *Where this figure is larger, clear labor was capped, paint & materials were not. Items marked with a # are either tax exempt or tax was prepaid to sublet provider and is included in the amount charged. Estimiser Pro © Swan River Software 866.584.5556

AI-40221 **Comm. Court Executive Office 7. E.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement Money Order from Juan Antonio Lopez in the amount of $130.00 to settle auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 07/27/13

Acct #: 3-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

No budgetary impact, Revenue account.

Attachments

Juan Antonio Lopez Settlement Money Order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/15/2013 03:47 PM
Glinda Pacheco	Glinda Pacheco	08/16/2013 02:40 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Aida Alvarez Started On: 08/15/2013 09:18 AM

Final Approval Date: 08/16/2013

DOCUMENT HAS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.

HEAT SENSITIVE
RUB AREA TO VERIFY

Stripes LLC
4525 Ayers St. - 78415
P.O. BOX 9036
Corpus Christi, Texas 78469

INTERNATIONAL MONEY ORDER

LIMITED RECOURSE: This Money Order will not be paid if it has been forged, altered, is a copy or stolen and in that event recourse shall be had only against the Endorser. This means that persons accepting this Money Order should accept it only from those known to them and against whom they have effective recourse. The money order cannot be converted electronically.
If the need arises to trace this Money Order, contact Stripes LLC at (361) 883-3853. There is an administrative service charge to trace Money Order. Charges may vary.

86-490/1031

C-7313048160

US Dollars & Cents

$****130.00

S/N: 7313048160 - Op: 13 - Loc: 7313

Pay to the Order of: County of Hidalgo Texas

********** 8/14/2013 ■ One Hundred Thirty Dollars And Zero Cents

NOT VALID FOR OVER $130.00

SERVICE CHARGE: If the Money Order is not used or cashed (presented for payment) within six months of purchase date there will be a non-refundable administrative service charge, where permitted by law. The administrative service charge will be deducted from the face value shown on the Money Order. The administrative service charge shall be a monthly charge equal to 1 1/2% of the face value shown on the Money Order for each month retroactive to the beginning of such six months period, or if lower, the maximum amount permitted by law. The administrative charge assessed at the end of the six (6) months period shall be applied retroactive to the date of purchase.

Payable Through:
BancFirst
Oklahoma City, OK

Juan A Lopez
PURCHASER SIGNATURE

DOL 7-27-13
MEMO

210 Oblate Ave mission tx 78572
PURCHASER ADDRESS

⑈103104900⑈ 7313048160⑈ 3769

Repair Invoice

HCSO Motor Pool	
711 El Cibolo Rd	
Edinburg, Texas 78539	
956.393.6185	956.393.6189

Rolando Velazques

448	UNIT
711 EL CIBOLO RD	
Edinburg, Texas 78539	

INV0002516	
7/27/2013	
7/27/2013	
FORD	EXPEDITION
1FMFU15588LA78296	1061933
100174	2008

PROBLEM DESCRIPTION:

QUANTITY	PART NUMBER	PART DESCRIPTION	PRICE	TOTAL

QUANTITY	SERVICE	SERVICE	PRICE	TOTAL
1	REPLACE	LICENSE PLATE BRACKET		$130.00

Always check your tires, lights, and fluid levels.

Other:	$0.00
Tax:	$0.00
Total:	$130.00
Amount Paid:	$130.00
Balance Due:	$0.00

Authorized signature _____

AI-40161 **Constables 8. A.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Constable Celestino Avila Jr. **Submitted By:** Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1:
Pursuant with CC approved (6-22-09) action to permit Hon. Constable-Pct. #1, Celestino Avila, to participate, select and receive federal military surplus items through Texas 1033 Surplus Property Program, requesting approval to accept one (1) vehicle (further described in attachments) upon notification that said vehicles are ready to be picked up in San Antonio.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-291-001-0-XXX

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

BUDGETARY IMPACT:

Related espenditures would include, but not limited to, fuel, insurance, maintenance, etc. which would need to addressed and identified by either Constable's budget or throught DBM.

Please refer to attached expense report for Constable Pct. 1 office for funds availability as of 8-16-13.

Attachments

Cargo Truck 1
Cargo Truck 2
Expense report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/13/2013 04:19 PM
Manuel Chapa	Manuel Chapa	08/16/2013 09:55 AM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Joe Espinoza Started On: 08/12/2013 03:15 PM

Final Approval Date: 08/16/2013

40161

DEFENSE LOGISTICS AGENCY
Disposition Services

Home About Us Public Affairs Publications FAQs FOIA

Reutilization / Transfer / Donation (RTD)
Requisition Item Details

- RTD Home
- Law Enforcement Support Office
- Want Lists
- Feedback
- Request Role
- My Pending Roles

Show reminder

Details for DTID: W91B9131960001, Requisition Number: 2YTFDB32117533

Current Request Status: Request sent to EBS

Get Updated Status | Return

Inventory Information



Cycle:	DOD	Days Left in Cycle:		Hazardous:	
Quantity Available:	1	Integrity Code:	1	Container ID:	
Condition:	A	Site:	DLA DS SAN ANTONIO	Orig. Acq. Price:	67,139.00
Item Name:	TRUCK,CARGO	NSN:	2320012300307	Date Entered Inv.:	07/24/13
DTID:	W91B9131960001	DEMIL:	A	MSDS:	
Unit of Issue:	EA				

Requisition History for: 2YTFDB32117533

Transaction Date	Update User	Quantity	Action	Comments
07/31/13 16:02:28	Peter Gentry	1	Request sent to EBS	Request sent to EBS
07/31/13 16:02:27	Peter Gentry	1	Approved by LESO HQ Admin	Approved by S9D4444.
07/31/13 16:00:33	Peter Gentry	1	Assigned for approval by LESO Coordinator	ASSIGNED TO S9D4444 BY S9D4444
07/31/13 09:29:00	Laurie Alva	1	Approved by State Coordinator	Approved by ELA00037.
07/30/13 17:18:14	Joe Espinosa	1	Request submitted	Request submitted by EJE00098

DTID W91B9131960001: - Pictures

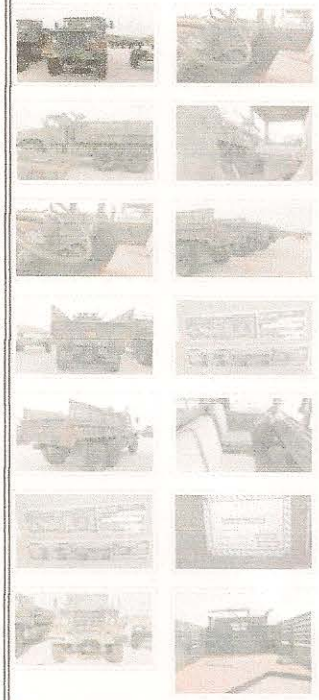
Play Slideshow ‹ Previous Photo Next Photo ›



Phot



1 2 Next ›



1 2 Next ›

Disposition Services Site Added Information

PRIMARY POC: Miguel Rocha
PRIMARY PHONE: 2102214836
PRIMARY EMAIL: Miguel.Rocha@dla.mil
DRMO NAME: DLA DS SAN ANTONIO

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
3-1100-421-00-291-001-0-111	CONSTABLE PCT.1-OFFICIALS	80,000.00	80,000.00	.00	49,999.95	30,000.05	62.50
3-1100-421-00-291-001-0-113	CONSTABLE PCT.1-REG F/T EMPLOYEES	623,618.00	630,830.89	.00	359,442.16	271,388.73	56.98
3-1100-421-00-291-001-0-115	CONSTABLE PCT.1-LONGEVITY PAY	5,040.00	5,040.00	.00	1,702.75	3,337.25	33.78
3-1100-421-00-291-001-0-117	CONSTABLE PCT.1-SUPPLEMENTAL PAY	19,800.00	19,800.00	.00	12,315.24	7,484.76	62.20
3-1100-421-00-291-001-0-118	CONSTABLE PCT.1-AUTO ALLOWANCE	14,000.00	14,000.00	.00	7,499.95	6,500.05	53.57
3-1100-421-00-291-001-0-211	CONSTABLE PCT.1-HEALTH INSURANCE	66,624.00	65,736.26	.00	40,026.74	25,709.52	60.89
3-1100-421-00-291-001-0-212	CONSTABLE PCT.1-LIFE INSURANCE	432.00	432.00	.00	244.58	187.42	56.62
3-1100-421-00-291-001-0-220	CONSTABLE PCT.1-FICA	56,798.04	56,798.04	.00	31,988.15	24,809.89	56.32
3-1100-421-00-291-001-0-230	CONSTABLE PCT.1-RETIREMENT	76,621.67	76,621.67	.00	48,376.39	28,245.28	63.14
3-1100-421-00-291-001-0-250	CONSTABLE PCT.1-UNEMPLOYMENT COMP	3,236.28	3,236.28	.00	2,057.51	1,178.77	63.58
3-1100-421-00-291-001-0-260	CONSTABLE PCT.1-WORKERS COMP	5,450.78	5,450.78	.00	3,461.97	1,988.81	63.51
3-1100-421-00-291-001-0-336	CONSTABLE PCT.1-COMPUTER SERVICES	350.00	350.00	.00	.00	350.00	.00
3-1100-421-00-291-001-0-339	CONSTABLE PCT.1-OTHER PROF SRV	.00	500.00	.00	408.50	91.50	81.70
3-1100-421-00-291-001-0-342	CONSTABLE PCT.1-INFO & CREDIT SERVICES	2,000.00	1,600.00	262.00	786.00	552.00	65.50
3-1100-421-00-291-001-0-432	CONSTABLE PCT.1-EQUIP&VEH R&M SRV	30,089.30	30,191.63	8,178.72	7,428.41	14,584.50	51.69
3-1100-421-00-291-001-0-442	CONSTABLE PCT.1-EQUIP & VEHICLE RENTALS	200.00	200.00	12.50	20.00	167.50	16.25
3-1100-421-00-291-001-0-529	CONSTABLE PCT.1-SURETY & NOTARY BONDS	640.00	640.00	70.00	373.00	197.00	69.22
3-1100-421-00-291-001-0-531	CONSTABLE PCT.1-TELEPHONE	3,000.00	3,000.00	593.60	371.00	2,035.40	32.15
3-1100-421-00-291-001-0-535	CONSTABLE PCT.1-POSTAGE	2,100.00	2,100.00	.00	900.00	1,200.00	42.86
3-1100-421-00-291-001-0-550	CONSTABLE PCT.1-PRINTING & BINDING	1,300.00	1,300.00	.00	903.75	396.25	69.52
3-1100-421-00-291-001-0-583	CONSTABLE PCT.1-TRAVEL OUT OF COUNTY	3,000.00	4,520.00	156.00	1,381.28	2,982.72	34.01
3-1100-421-00-291-001-0-584	CONSTABLE PCT.1-REGISTRATION FEES	2,500.00	2,500.00	1,625.00	800.00	75.00	97.00
3-1100-421-00-291-001-0-601	CONSTABLE PCT.1-OFFICE & COMPUTER SUPPL	2,800.00	2,800.00	439.29	938.84	1,421.87	49.22
3-1100-421-00-291-001-0-603	CONSTABLE PCT.1-EDUCATION/INSTRUCTION	500.00	.00	.00	.00	.00	.00
3-1100-421-00-291-001-0-604	CONSTABLE PCT.1-MEDICAL & LAB SUPPL	150.00	650.00	.00	.00	650.00	.00
3-1100-421-00-291-001-0-605	CONSTABLE PCT.1-CLOTHING & UNIFORMS	5,000.00	5,694.45	4,753.00	941.45	.00	100.00
3-1100-421-00-291-001-0-607	CONSTABLE PCT.1-HSEHLD & JANITORIAL SUPP	100.00	100.00	91.98	.00	8.02	91.98
3-1100-421-00-291-001-0-610	CONSTABLE PCT.1-FEED FOR ANIMALS	.00	275.88	.00	275.88	.00	100.00
3-1100-421-00-291-001-0-611	CONSTABLE PCT.1-POLICE SUPPLIES	5,000.00	2,827.50	1,496.76	.00	1,330.74	52.94
3-1100-421-00-291-001-0-613	CONSTABLE PCT.1-SAFETY SUPPLIES	1,000.00	1,000.00	994.00	.00	6.00	99.40
3-1100-421-00-291-001-0-626	CONSTABLE PCT.1-GASOLINE/DIESEL	54,275.00	54,275.00	13,767.15	40,232.85	275.00	99.49
3-1100-421-00-291-001-0-631	CONSTABLE PCT.1-BOTTLED WATER	550.00	550.00	92.70	148.05	309.25	43.77
3-1100-421-00-291-001-0-640	CONSTABLE PCT.1-REFERENCE MATERIALS	500.00	500.00	.00	.00	500.00	.00
3-1100-421-00-291-001-0-668	CONSTABLE PCT.1-POL WEAPONS & BP VESTS	5,000.00	5,000.00	.00	.00	5,000.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
3-1100-421-00-291-001-0-672	CONSTABLE PCT.1-EQ&VEH R&M SUPPLIES	3,000.00	4,929.67	112.66	1,319.81	3,497.20	29.06
3-1100-421-00-291-001-0-780	CONSTABLE PCT.1-CAPITAL LEASES	.00	970.00	945.00	.00	25.00	97.42
3-1100-421-00-291-001-0-810	CONSTABLE PCT.1-DUES & MEMBERSHIPS	595.00	595.00	.00	550.00	45.00	92.44
1100 GENERAL FUND		**1,075,270.07**	**1,085,015.05**	**33,590.36**	**614,894.21**	**436,530.48**	**59.77**
3 YEAR 2013		**1,075,270.07**	**1,085,015.05**	**33,590.36**	**614,894.21**	**436,530.48**	**59.77**

AI-40118 **Constables 8. B.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted By: Joel Rivera, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4:
Approval of appropriation of the FY2012 Operation Stonegarden Grant funds for the Constable Precinct No. 4 in the total amount of $5,900.79

BACKGROUND

On 4/03/12, Commissioners' Court approved applying for the FY2012 Operation Stonegarden Grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). Agenda Item #31671.

SAA Award No. 12-SR-48215-01 Federal Grant Award No. EMW-2012-SS-00018-S01

The grant award is for $1,156,464.87 of which $587,640.82 is for the Hidalgo County Sheriff's Office. The remaining balance of $568,824.05 is assigned to 3 (three) Hidalgo County constable offices and 12 (twelve) city police departments within Hidalgo County.

Grant Acceptance: AI# 37958 4-2-13

Grant Operation: Date is from 9/1/12 to 2/28/14.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1284-421-00-294-047-5-XXX

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Stonegarden grant FY 2012:
Constable Pct# 2 Appropriation of funds in the amount of $5,900.79
Revenue account# 3-1284-331-12-294-047-5-000

Health & Life will be reclassified to Constable Pct 2 general fund account

Attachments

Terms & Conditions
GAN
Gan notice
Appropriation

Form Review

Inbox	Reviewed By	Date

Budget & Management	Obdett Calzada	08/13/2013 04:16 PM
Rosalinda Cantu	Rosie Cantu	08/16/2013 10:33 AM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Joel Rivera Started On: 08/08/2013 02:21 PM

Final Approval Date: 08/16/2013

2012 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

1. *Fill in the information and sign the Grant Sub-Recipient Award;*
2. *Certify they have read and understand these Terms and Conditions;*
3. *Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and*
4. *Return all documents via email to SAA_SRA@dps.texas.gov on or before the date provided in the transmittal letter and/or in this grant.*

Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2012 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2012 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of Presidential Policy Directive – 8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the National Preparedness Goal (NPG). HSGP funding shall be used for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

The FY 2012 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the NGP. NSGP provides funding for target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2012 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2012 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2012 Funding Opportunity Announcement as binding.

Standard of Performance. Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurances – Construction Programs, hereinafter referred to as "**Exhibit B**"

3. Certifications, hereinafter referred to as "**Exhibit C**"

4. State of Texas Assurances, hereinafter referred to as "**Exhibit D**"

Failure to Perform. In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

Environmental Review

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release grant funds for non-compliant projects.

Sub-recipient, as soon as possible upon receiving its grant award, shall provide information to DPS/THSSAA to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Sub-recipient shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Funding Obligations

A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.

B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.

C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.

D. Sub-recipient shall refund to DPS/THSSAA any sum of these grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.

E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

Performance Period

The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. Sub-recipient shall have expended all grant funds and submitted reimbursement requests, and any invoices, in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below.

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule);

2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

3. 44 C.F.R. Part 10, Environmental Considerations

B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)

2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)

3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Grant Guidance (Funding Opportunity Announcement)

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2012 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/pdf/government/grant/2012/fy12_hsgp_foa.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/pdf/government/grant/2012/fy12_nsgp_foa.pdf.

DHS Specific Acknowledgements and Assurances

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 10, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards. Http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf.

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.
2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Operation Stonegarden (OPSG) Specific Conditions

If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.
2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's grant performance period.
3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.
4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or GAN to the jurisdiction.

State Requirements for Grants

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) at governor.state.tx.us/files/state-grants/?UGMS062004.doc and the State Administrative Agency Sub-recipient Manual, available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
3. Grant funds may not be expended to a unit of local government unless the following limitations and reporting requirements are satisfied:

   a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
   b. Texas Government Code Sections 556.004, 556.005, and 556.006, including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
   c. Texas Government Code Sections 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
   d. Texas General Appropriations Act, Art. IX, Section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and
   e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

Restrictions and General Conditions

A. Use of Funds. DHS grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

B. Lobbying Prohibited. No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.

C. Transferring Funds. Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.

D. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.

E. Cost Categories. There may be limitations on the use of HSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2012 HSGP FOA, Appendix C, Funding Guidelines.

   1. Management and Administration
   2. Planning
   3. Organization
   4. Equipment
   5. Training
   6. Exercises
   7. Maintenance and Sustainment
   8. Critical Emergency Supplies
   9. Construction and Renovation

F. Governing Board Approval. In cases where local funding is established by a COG or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

G. Notices. All notices or communications required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Loan Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-

recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

DPS/THSSAA Contact Information
Deputy Assistant Director
Texas Homeland Security State Admin. Agency
Texas Department of Public Safety
P.O. Box 4087
Austin, TX 78773-0220

H. Points of Contacts. Within 30 days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

I. DUNS Number. Sub-recipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform.

J. Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on www.ccr.gov, www.sam.gov/, or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the CCR information at least annually. Sub-recipient shall keep information current in the CCR/SAM database until the later of when it submits this Grant's final financial report or receives final grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

K. Indirect Cost Allocation Plan. Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at http://harvester.census.gov/sac/dissem/asp/reports.asp. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to SAA_RR@dps.texas.gov. The Sub-recipient name shall be included in the file name and subject line of the email transmittal.

L. Reporting Total Compensation of Sub-recipient Executives. 2 C.F.R. §170.320; see FEMA Information Bulletin 350.

1. Applicability and what to report: Sub-recipient shall report whether Sub-recipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report: Sub-recipient shall report executive total compensation at www.ccr.gov, www.sam.gov/, or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the CCR/SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

M. Direct Deposit. If Sub-recipient has not received HSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to SAA_RR@dps.texas.gov. The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf. Sub-recipient may simultaneously sign up for the Advance Payment Notification (APN) email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

N. Procurements. Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.

O. Contract Provisions. All contracts executed using funds granted under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

P. No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee using funds granted under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at https://www.sam.gov/portal/public/SAM/.

Q. Management and Administration. If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at http://www.fema.gov/government/grant/bulletins/index.shtm#1/.

R. Personnel Cap. Up to fifty percent (50%) of all HSGP awards received by Sub-recipient may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at SAA@dps.texas.gov. Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

S. Property Management and Inventory. At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain Property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample inventory record format at http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.

T. Publications. All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

U. Acknowledgement of Federal Funding from DHS. Sub-recipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

W. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient

purchases ownership with Federal support. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to http://www.lep.gov.

AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and Comptroller General's guidelines.

EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance,

Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this award, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

GG. Americans with Disabilities Act of 1990. Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

HH. Public Dissemination of Sensitive Information. Sub-recipient shall notify DPS/THSSAA of any workshops, conferences, seminars or other public venues at least one hundred (100) calendar days before presenting any potentially sensitive information regarding this project. No sensitive information may be presented by Sub-recipients' personnel without DPS/THSSAA and the DHS Grants Officer's review and prior written approval.

II. Security Concerns/Violations. Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

JJ. Classified Security Condition

1. No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information
2. "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
3. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
4. Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at: http://www.dhs/gov/xopnbiz/grants/index.shtm.
5. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: D254AdministrativeSecujjidhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528.

Other Requirements

A. During the performance period of this Grant, Sub-recipient, counties, cities, towns, and Indian tribes shall maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in Sub-recipient's plan, Sub-recipient shall correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified and approved in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of this Grant. Sub-recipient

shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

1. Participate in a legally-adopted county and/or regional mutual aid agreement.
2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/implementation-and-compliance-guidance-stakeholders#item4.
3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable resources such as vehicles and trailers, equipment costing $5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i.e., hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid. http://www.fema.gov/emergency/nims/ResourceMngmnt.shtm#item3.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2012 COG Statement of Work.

Monitoring

Sub-recipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/THSSAA, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Sub-recipient's compliance with this Grant and of the adequacy and timeliness of Sub-recipient's performance pursuant to this Grant. After each monitoring visit, DPS/THSSAA shall provide Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Sub-recipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Sub-recipient. Failure by Sub-recipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

Audit

Audit of Federal and State Funds. Sub-recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26). Sub-recipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.

Right to Audit. Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

Sub-recipient's Liability for Disallowed Costs. Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by Sub-recipient from funds that were not provided or otherwise made available to Sub-recipient pursuant to this Grant or any other federal contract.

Sub-recipient's Facilitation of Audit. Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of Sub-recipient. Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

State Auditor's Clause. Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully

with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

Retention and Accessibility of Records

Retention of Records. Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS §__.42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

Access to Records. Sub-recipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Sub-recipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Sub-recipient. Sub-recipient shall maintain such records in an accessible location and provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code, Chapter 552.

Inclusion in Subcontracts. Sub-recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

After Action Reporting. Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this grant.

Legal Authority

Signatory Authority. Sub-recipient assures and guarantees that Sub-recipient possesses the legal authority to enter into this Grant, receive grant funds and to perform the project Sub-recipient has obligated itself to perform pursuant to this Grant.

Authorized Representative. The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, Sub-recipient shall comply with the strictest requirement.

Notice of Litigation and Claims

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

No Liability for Employees and Officers

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

Non-Waiver of Defaults

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by

DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

Changes and Amendments

Modification. FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to the award. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

Written Amendment. Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

Authority to Amend. During the period of performance for this Grant, DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Grant's performance requirements. Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of modifying this Grant and shall be binding upon Sub-recipient as if written in this Grant.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws or regulations are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Sub-recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Sub-recipient's acceptance of the changes to this Grant.

Headings

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

Venue

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

Suspension

In the event Sub-recipient fails to comply with any term of this Grant, DPS/THSSAA may, upon written notification to Sub-recipient, suspend this Grant, in whole or in part, withhold payments to Sub-recipient and prohibit Sub-recipient from incurring additional obligations of this Grant's funds.

Termination

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Texas Department of Public Safety.

Enforcement

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;
2. Disallow, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

Conflict of Interest

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

Closing of the Grant

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official

4/2/13
Date

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air

resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this award. "Research" "means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit A.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official

4/2/13
Date

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

Signature of Authorized Official

4/2/13
Date

Exhibit C

Certifications

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification). The Sub-recipient certifies that it and its principals and vendors:

   1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov or www.sam.gov and the State Debarred Vendor List www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

   2. Have not within a three-year period preceding this agreement 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;

   3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

   4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or

   5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient agrees that it is not delinquent on any Federal debt.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign to certify this Exhibit C.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

	4/2/13
Signature of Authorized Official	Date

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Please fill in the appropriate information and sign to certify this Exhibit D.

Print Name of Authorized Official Ramon Garcia

Title Hidalgo County Judge

Sub-recipient Organization Hidalgo County

4/2/13

Signature of Authorized Official — Date

Texas Department of Public Safety

2012 Sub-Recipient Agreement

for

Hidalgo County

Date of Award

March 18, 2013

1. Sub-Recipient Name and Address	**2. Prepared by:** Phillips, Jeanette	**3. Award Number:** 12-SR 48215-01
Judge Ramon Garcia Hidalgo County 302 W. University Edinburg, TX 78539	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	EMW-2012-SS-00018-S01
	Date Federal Grant Awarded to TxDPS:	September 1, 2012
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

OPSG Award Amount
(Federal)
CFDA: 97.067

$1,156,464.87

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM:	**TO:**
Sep 1, 2012	Feb 28, 2014

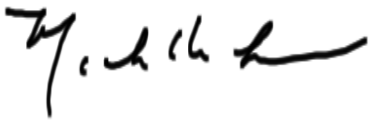
(The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment,en_US declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:	**Signature of TxDPS Official:**
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	**Signature of Sub-Recipient Official:**

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	**12. Date Signed :**

13. DUE DATE: **April 22, 2013**

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

Rosie

From: Hector Sandoval [hector.sandoval@auditor.co.hidalgo.tx.us]
Sent: Wednesday, March 27, 2013 2:09 PM
To: 'Rosie'
Subject: FW: 2012 OPSG for Hidalgo County
Attachments: GAN_12-SR_48215-01.pdf; 2012 Terms and Conditions FINAL1.pdf

Rosie,

FYI on 2012 OPSG

Thanks,
Hector S.

From: Mendez, Arturo [mailto:Arturo.Mendez@dps.texas.gov]
Sent: Tuesday, March 26, 2013 2:18 PM
To: Deborah Fischer
Cc: Hector Sandoval
Subject: RE: 2012 OPSG for Hidalgo County

A Grant Adjustment Notice (GAN) has been RELEASED by the SAA or Region for Hidalgo County - 2012:

Subgrantee: Hidalgo County
GAN Type: 2012 Initial Grant Award
GAN Date: 18-Mar-13
Due Date: 22-Apr-13

	OPSG
Original Amount:	$0.00
New Amount:	$1,156,464.87
Delta:	$1,156,464.87

Project Adjustment Details	Grant Name	From Amount	To Amount	Delta
Hidalgo County SO - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$587,640.82	$587,640.82
Hidalgo County Constable Pct. 2 - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$3,147.34	$3,147.34
Hidalgo County Constable Pct. 3 - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$7,077.62	$7,077.62
Hidalgo County Constable Pct. 4 - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$5,900.79	$5,900.79
City of Alamo PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$22,938.57	$22,938.57
City of Donna PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$10,616.34	$10,616.34
City of Edinburg PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$39,576.77	$39,576.77
City of Hidalgo PD - Support International Border and Waterway Security	2012 OPSG	$0.00	$111,488.45	$111,488.45
City of La Joya PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$5,114.41	$5,114.41
City of Mercedes PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$30,795.25	$30,795.25
City of Mission PD - Enhance Capability to Support				

International Border and Waterway Security	2012 OPSG	$0.00	$138,546.37	$138,546.37
City of Palmview PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$9,835.48	$9,835.48
City of Pharr PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$78,516.71	$78,516.71
City of Penitas PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$7,072.35	$7,072.35
City of San Juan PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$42,567.96	$42,567.96
City of Weslaco PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$55,629.64	$55,629.64

Reason for GAN: Original Grant Award

Attached is a copy of the required GAN paper work. Please print a copy; then have the appropriate individual sign where designated and return the signed copy to the return address on the GAN. (Retain a copy of the signed document for your records.)

If you have any questions concerning this e-mail please contact the SAA.

NOTE: The GAN process is **not complete** until the SAA receives a signed copy of this GAN. All activities on this grant are frozen until the GAN is completely processed. Please attend to this matter as soon as possible.

Thank You,
Arturo O. Mendez
Grant Coordinator
Texas Homeland Security/
State Administrative Agency
Phone: 512-377-0022
Fax: 512-206-3137

From: Deborah Fischer [mailto:deborah.fischer@auditor.co.hidalgo.tx.us]
Sent: Tuesday, March 26, 2013 2:18 PM
To: Mendez, Arturo
Subject: 2012 OPSG for Hidalgo County

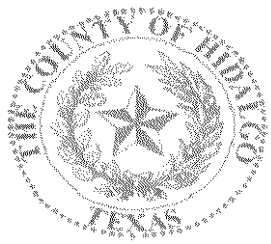
Art,

Please try to attach the file to this email.

Thanks,

Deborah L Fischer
Grant Accounting Supervisor
Hidalgo County Auditor's Office
2808 S. Business HWY 281
Edinburg, TX 78539

Phone (956) 318-2511 Ext. 4670
Fax (956) 318-2577
deborah.fischer@auditor.co.hidalgo.tx.us


THE COUNTY OF HIDALGO
TEXAS

DATE: August 8, 2013

DEPARTMENT HEAD: Constable J.E. "Eddie" Guerra

DEPARTMENT NAME: Stonegarden Hidalgo County Constable Pct. 4

ACCOUNT NUMBER: 3-1284-421-00-294-047-5-131

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME		AMOUNT
3-1284-421-00-294-047-5-131	CONST PCT4 OPSG-	OVERTIME	4,467.45
3-1284-421-00-294-047-5-220	CONST PCT4 OPSG-	FICA	341.76
3-1284-421-00-294-047-5-230	CONST PCT4 OPSG-	RETIREMENT	461.04
3-1284-421-00-294-047-5-250	CONST PCT4 OPSG-	UNEMPLOY. COMP	22.34
3-1284-421-00-294-047-5-260	CONST PCT4 OPSG-	WORKERS COMP	35.29
3-1284-421-00-294-047-5-581	CONST PCT4 OPSG-	TRAVEL IN COUNTY	572.91
	TOTAL APPROPRIATIONS		5,900.79
3-1284-331-12-294-047-5-000	CONST PCT4 OPSG-	REVENUES	5,900.79
	TOTAL REVENUES		5,900.79

REASON: **To appropriate budget for the Operation Stonegarden 2012 Sub-Repicient Grant Award to the Hidalgo County Constable Pct. 4 from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2012-SS-00018-S01; SSA Award 2012-SR-48215-01

Grant Period: September 1, 2012 to February 28, 2014

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-40246 **District Attorney 9. A.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Approval and authorization for the County Judge to sign the Resolution for the grant application to the Office of the Governor for the Border Prosecution Unit Grant in the District Attorney's Office for the grant period of 09/01/2013 to 08/31/2015 with no county match required.

BACKGROUND

Funding for 2 Assisant D.A. positions that will assist law enforcment agencies with preparation on criminal cases.

Fiscal Impact

FISCAL YEAR: 2013-2015 **ACCT. #:** 1281-412-00-080-012-5-XXX

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

BUDGETARY IMPACT:

Attachments

DABPURESOLUTION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	08/16/2013 11:17 AM
Glinda Pacheco	Glinda Pacheco	08/16/2013 03:59 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Roy Cazares Started On: 08/16/2013 09:04 AM

Final Approval Date: 08/16/2013

Resolution

Whereas, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County, that the Border Prosecution Unit be operated from September 1, 2013 through August 31, 2015.

Whereas, The Hidalgo County Commissioners' Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, for the Border Prosecution Unit Grant, the Hidalgo County Commissioners' Court assures that the funds will be returned to the Criminal Justice Division in full

Whereas, The Hidalgo County Commissioners' Court designates the Hidalgo County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves submission of the grant application, with no cash match required by Hidalgo County, for the Border Prosecution Unit to the Office of the Governor, Criminal Justice Division.

Signed by : _____ **Date:** _____

Ramon Garcia
County Judge
Hidalgo County

Grant Number: 2537803

AI-40162 **Sheriff's Office 10. A.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and Approval of interlocal agreement for E9-1-1 Public Safety Answering Point (PSAP) Services between the Lower Rio Grande Valley Development Council (LRGVDC) and Hidalgo County.
2. Authorization for County Judge, as authorized official, to sign two copies of the agreement.

BACKGROUND

The agreement is effective 9/01/13 to 08/31/15.

The agreement "is needed in order to continue providing your organization with the necessary service and equipment to answer 9-1-1 emergency calls".

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Explanation regarding fiscal impact to County will be addressed during presentation of agenda item.

Attachments

PSAP.Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 08/12/2013 03:38 PM

Final Approval Date: 08/16/2013

INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **Lower Rio Grande Valley Development Council** (RPC) is a regional planning CSEC and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **Hidalgo County** (Region), and the CSEC on State Emergency Communications (CSEC) has approved its current Strategic Plan.

1.2 **Hidalgo County Sheriff's Office** (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the CSEC.

1.3 The CSEC, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning CSECs implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the CSEC and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the CSEC and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; CSEC Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning CSECs Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists, which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of CSEC rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the **Hidalgo County Sheriff's Office** PSAP(s) located at 711 El Cibolo Rd. Edinburg, TX. 78541;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by **Hidalgo County** and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the CSEC shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 **Security**

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 **Training**

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers.

3.6 **Operations**

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the CSEC reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the CSEC for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall purchase supplies as necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by CSEC grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the CSEC, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the CSEC, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the CSEC for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The CSEC and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

Lower Rio Grande Valley Development Council
301 W. Railroad St.
Weslaco, TX 78596

The Local Government's address is:

Hidalgo County Sheriff Office
711E. El Cibolo Rd.
Edinburg, TX 78541

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2013 and shall terminate on August 31, 2015.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	CSEC Documents – Legislation, Rules and Program Policy Statements
Attachment F	Acronyms
Attachment G	Site Requirements
Attachment H	PSAP Equipment Inventory (provided by RPC)
Attachment I	PSAP Insurance (provided by local government)

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Lower Rio Grande Valley Development Council

By:_____

Printed Name: Kenneth N. Jones Jr.

Title: Executive Director

Date:_____

Hidalgo County

By:_____

Printed Name:_____

Title:_____

Date:_____

Attachment A
Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at **Hidalgo County Sheriff's Office**, in **Hidalgo** County, to be the property of **Lower Rio Grande Valley Development Council**, hereinafter referred to as "Owner".

See Attachment H for an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Lower Rio Grande Valley Development Council	**Hidalgo County**
By:_____	By:_____
Printed Name: Kenneth N. Jones Jr.	Printed Name:_____
Title: Executive Director	Title:_____
Date:_____	Date:_____

Attachment B
Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between **Lower Rio Grande Valley Development Council** (RPC) and **Hidalgo County Sheriff's Office** (Local Government) dated _____, 20___, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by:_____

Title:_____

Date:_____

Comments:_____

Approved: _____Yes _____No

Proceeds, if any:_____

Approved by:_____

Title:_____
Comptroller

Date:_____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by:_____
Executive Director (or other appropriate title of agency head)

Date:_____

Attachment C
Scope of Work

Section 1.0 – Scope:

As required by the Contract for 9-1-1 Services executed between LRGVDC and the CSEC, LRGVDC shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database, maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO\NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

i. Customer Premise Equipment (CPE) – located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery;

ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

i. Uninterruptible Power Supply (UPS)

ii. Printers

iii. Recorders (as funding allows)

Section 2.0 – Program Deliverables;

Local Government agrees to comply with all applicable law, CSEC Rules, and LRGVDC policies as they pertain to the 9-1-1 program to provide the following deliverables:

2.1 Inventory:

2.1.1 Local Government is responsible for notifying LRGVDC upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

Attachment C
Scope of Work (continued)

2.1.2 LRGVDC shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

2.2 Security:

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance for use. LRGVDC agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*. LRGVDC may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of LRGVDC. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by LRGVDC.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

2.3 Maintenance:

2.3.1 LRGVDC shall practice and require preventative maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify LRGVDC of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify LRGVDC of any power or generator outages that affect the 9-1-1 system and document them in trouble/maintenance logs.

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738. In addition, the Local Government may use email to request routine maintenance at 9-1-1@wscicom.com.

Attachment C
Scope of Work (continued)

2.4 Supplies:

LRGVDC will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

2.5 Training:

Local Government shall:

2.5.1 Provide telecommunicators access to emergency communications equipment training as approved by LRGVDC's training staff, or as determined by the Local Government.

2.5.2 Notify LRGVDC in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas CSEC on Law Enforcement Officers Standards and Education (TCLEOSE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to LRGVDC.

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCLEOSE.

2.5.5 Ensure that all telecommunicators abide by the TCLEOSE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.6 Facilities:

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.

2.6.3 LRGVDC staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on 24x7x365 basis without prior notice.

2.6.4 Refer to Attachment G of this Interlocal Agreement for detailed requirements.

Attachment C
Scope of Work (continued)

2.7 Operations:

Local Government shall:

2.7.1 Check 9-1-1 workstations, make-bust switch, and TDD/TTY for proper operation and user familiarity at least once per shift.

2.7.2 Provide upon request any testing documentation or applicable paperwork required by CSEC and LRGVDC within 24 hours.

2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to LRGVDC in writing or by email.

2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.

2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to LRGVDC at least 15 days prior to change.

2.7.6 PSAP must submit a written request for all Manual ALI query to LRGVDC for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.

2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to LRGVDC upon request.

2.7.8 Comply with LRGVDC policy and procedures for PSAP moves/changes.

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless to obtain updated GPS coordinates for the mobile devices.

2.8 Master Street Address Guide (MSAG) / GIS Maintenance:

Counties and cities shall:

2.8.1 Provide current updates for streets addresses, street ranges, or street names.

2.8.2 Provide physical addresses requested as per local ordinances and/or subdivision regulations.

Attachment C
Scope of Work (continued)

2.8.3 Verify or correct 9-1-1 ALI database information for accuracy as requested by LRGVDC including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.

2.8.4 Make sure PSAPs provide 9-1-1 ALI discrepancy reports.

2.8.5 Notify LRGVDC in writing within two business days of the receipt of a request for ALI data made under the Texas Public Information Act.

2.8.6 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.

2.8.7 Provide any point data available for address points, points of interest, landmarks, fire hydrants, hospitals, schools, planimetrics data, etc.

2.8.8 Provide available street centerline data, county roads, un-named roads, etc.

2.8.9 Notify LRGVDC in writing of boundary changes affecting: city limits, law, fire departments, emergency service districts, or EMS as approved by city council, county commissioner, and/or service contract amendments.

Attachment D
PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per quarter;
2. List of service affecting issues once per month;
3. Certification of TTY/TDD testing once per month (confirming testing once per shift per day); and
4. TTY/TDD call logs once per month.

Quality Assurance Inspections

RPC personnel will conduct site visits at least twice per year or usually once per quarter to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E
CSEC Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. CSEC Legislation: http://www.911.state.tx.us/browse.php/rules_legislation

2. CSEC Rules: http://www.911.state.tx.us/browse.php/rules_legislation

3. CSEC Program Policy Statements: http://www.911.state.tx.us/browse.php/program_policy_statements

Attachment F
Acronyms

LRGVDC - Lower Rio Grande Valley Development Council
CSEC - Commission on State Emergency Communications
APCO - Association of Public-Safety Communications Officials
NENA - National Emergency Number Association
RPC - Regional Planning Commissions
PPS - Program Policy Statements
UGMS - Uniform Grant Management Systems
TCLEOSE – Texas Commission on Law Enforcement Officers Standards & Education
PSAP - Public Safety Answering Point
ADA - Americans with Disabilities Act of 1990
TDD - Telecommunications Device for the Deaf
TTY - Teletypewriter
UPS - Uninterruptible Power Supply
CPE - Customer Premise Equipment
ANI - Automatic Number Identification
ALI - Automatic Location Identification
GPS - Global Positioning System
GIS - Geographic Information System
RTX - Re-transmit / Re-bid
MSAG - Master Street Address Guide
DBMS - Database Management System
NRF - No Record Found
TNCR - Telephone Number Change Request
EMS - Emergency Management System

Attachment G
SITE REQUIREMENTS

1. GENERAL

1.1. Introduction

1.1.1 The following information is for preparing and maintaining the PSAP site for E911 equipment. The requirements and guidelines are given to promote a safe environment for PSAP and installation personnel and to ensure a reliable E911 system.

2. PSAP SITE PREPARATION REQUIREMENTS

2.1. General Requirements and Guidelines

2.1.1 The PSAP is responsible for costs associated with adhering to the requirements in this section and that applicable local ordinances and regulations are followed.

2.1.2 Deviation from requirements should be documented for review by LRGVDC 9-1-1 staff.

2.2. Equipment Area

2.2.1 A maintenance space or access area around the equipment units should be available. This area must remain clear of all desks, machines, shelves, cabinets and storage. LRGVDC personnel will not move PSAP material to gain access to equipment or backboards.

2.2.2 The equipment area should be kept as dust free as possible during and after installation. Floors need to be clean, dry level and free from vibration. Ensure wall and ceiling finishes are of a dust free surface that can be cleaned and will not flake.

2.2.3 A minimum clear ceiling height of 7'6" under girders or other obstructions throughout the equipment is needed.

2.2.4 A sheet of ¾ inch plywood, mounted 2 feet from the floor, shall be provided for mounting cross connect blocks and other E911 equipment. The plywood shall be painted or sealed per local building and fire codes. In general, if the plywood is fastened to gypsum or plaster, total equipment mounted to board should not exceed 75 pounds. If plywood is fastened to concrete, hollow block with embedded anchors, total equipment mounted to board should not exceed 100 pounds. A minimum of eight wall anchors shall be used to secure the plywood to the building wall.

2.3. Structural Requirements and Guidelines

2.3.1The site floor condition should be checked before installing E911 equipment. Questionable floor construction may require mobbing equipment to another location or reconfiguring the equipment package.

2.3.2 The size of the E911 equipment location should be at least 40 square feet. However, the actual size requirements will be determined and agreed upon during the LRGVDC 9-1-1 site visit.

2.4. Environmental Requirements and Guidelines

2.4.1 The ambient temperature and relative humidity in the E911 equipment area should be maintained in a range of 55 to 85 degrees Fahrenheit with relative humidity in the range of 20 to 55 percent.

2.4.2 E911 equipment needs an air-conditioned space, with adequate airflow and no condensation.

2.4.3 E911 equipment shall not be installed in rooms in which a major heat source (i.e., boiler room, furnace room) can affect the ambient room temperature significantly.

2.4.4 E911 equipment should be installed in a flood-prone space or area with high risk of water damage.

2.4.5 To avoid contamination by any process or condition involving silicone based lubricants, inks, dust, solvents or other airborne contaminants, the E911 equipment shall not be located in the same room with copying machines, printing presses and card punch machines, asbestos materials and/or wet cell batteries.

2.5. Electromagnetic Interference

2.5.1 The E911 equipment shall be located in an area that meets the following objectives:

2.5.2 Interference from electromagnetic fields less than 2 volts per meter.

2.5.3 No interference from licensed radio communication equipment, such as in FCC Rule 15 equipment.

2.5.4 No interference from electromagnetic noise, such as might be generated by electric motors with commutators.

2.6 Acoustics

2.6.1 The sound levels in the E911 equipment area shall comply with OSHA requirements.

2.6.2 The sound level in the call-taker location should not exceed 55 dBa, as measured on a sound level meter.

2.7. Lighting

2.7.1 A light intensity 30 to 100 foot-candles shall be provided around the E911 equipment cabinet for maintenance activities.

2.8. Fire Protection

2.8.1 The PSAP shall provide chemical fire protection equipment at the E911 equipment location. Water or fire extinguishers not rated for use on electrical fires shall not be used.

2.8.2 Waterless fire suppression is recommended but if an overhead sprinkler system exists in the equipment area, E911 equipment should be protected from water damage.

2.9. Grounding & Bonding Information, Recommendations & Requirements

2.9.1 Isolated ground type AC receptacles are not recommended for any equipment unless required by the equipment manufacturer.

2.9.2 If the PSAP site is equipped with radio equipment and one or more radio antennas, it is strongly recommended that the site, including the building, the equipment within the building, each antenna and/or antenna support structure and other external and internal objects are equipped with a grounding system that, at minimum, conforms with the applicable requirements for radio sites in BSP 802-001-180MP.

2.9.3 All AC receptacles serving E911 equipment shall be grounded type receptacles.

2.9.4 AC equipment grounding (ACEG) conductors serving receptacles for E911 equipment shall meet all applicable requirements in Article 250 of the NEC and all other applicable codes. The ACEG conductor serving the E911 circuit breaker box shall be electrically continuous from the source of the AC system.

2.9.5 Where new feeders, distribution panels, branch circuits, etc., are installed to serve E911 equipment, it is strongly recommended that a separate ACEG conductor be installed in every added conduit and/or other raceway.

2.9.6 The E911 equipment area may be equipped with a bus bar and/or a system of grounding conductors connected to the site's earth electrode system.

2.9.7 When required by the E911 equipment manufacturer or when E911 equipment contains a DC power source, a point of connection to the PSAP site's earth electrode system shall be furnished by the PSAP in the area where the E911 equipment is located. The preferred means of providing this point of connection is a small bus bar (Square D PK7GTA or equivalent). When a point of connection is required, a minimum #6 AWG bond shall be made from this point, in order of preference, to one or more of the following:

a. Dedicated grounding conductor extended from the site's earth electrode system
b. Building structural steel, provided it is bonded to the site's earth electrode system
c. Continuous metallic water pipe, provided it is accessible along its entire length to the point where it is bonded to the site's earth electrode system
d. Metallic conduit, raceway or panel containing service conductors
e. Metallic shield of a copper or fiber cable that has been bonded to the site's earth electrode system at the cable entrance
f. If it furnishes a continuous metallic path to the site's earth electrode system, a metallic conduit, raceway or panel containing feeder conductors
g. If it furnishes a continuous metallic path to the site's earth electrode system, a metallic conduit, raceway or panel containing branch circuit conductors

NOTE 1: The locations in f) and g) should only be used when no other location is available.

NOTE 2: Any conduit bonding hardware (bushings, clamps, etc.) must be listed for the purpose.

2.10 AC Power Requirements and Guidelines

2.10.1 AC surge protection should be provided at all electrical outlets providing power to PSAP owned equipment, such as displays and printers that interface with E911 equipment.

2.10.2 All PSAP provided AC power circuitry shall comply with the NEC and local codes.

2.10.3 Electrical load center requirements:

a. The main E911 circuit breaker box shall be wired from the commercial AC load center or UPS with an appropriately sized circuit.
b. The feeder breaker shall be designated "E911 Panel"

2.10.4 The circuit breaker box shall be surface mounted to the wall in the E911 equipment location. The circuit breaker box shall be dedicated and used exclusively for E911 equipment.

2.10.5 The dedicated E911 AC power service cabinets shall be designated with name, number, voltage and type of service, e.g., "PWR DISTG SERVICE CAB 001 208V AC 60 HZ 3PH 4W. E911 Circuits Only."

2.10.6 The conduit serving the E911 circuit breaker box shall have a permanent tag attached that identifies the physical location of the serving load center. Example: From Panel A in Room 104.

2.10.7 The "serving load center" for the E911 circuit breaker box shall be connected to the local emergency generator bus, to provide electrical service in the event of a commercial power failure.

2.10.8 To prevent E911 equipment failure caused by the loss of commercial power source, an Uninterruptable Power Supply (UPS) is strongly recommended. The UPS should provide a minimum of 15 minutes of emergency power for full functionality of the following listed elements of the E911 system:

a. Operator positions (both telephone sets and displays)
b. ANI and ALI controllers
c. ALI link modems and Network interfaces
d. Telephone common equipment
e. TDD/TTY devices
f. The UPS shall be equipped with a manual by-pass switch to allow maintenance

2.10.9 Each receptacle serving E911 equipment shall be dedicated to E911 equipment and shall be on a separate circuit breaker.

2.10.10 Electrical outlets shall be wired from the E911 circuit breaker box with conductors sized per NEC or local prevailing codes. Label the dedicated E911 circuit breaker with the location of the circuit being served.

2.10.11 Extension power cords shall not be used in permanent installation for power to E911 equipment.

2.10.12 When power strips are used, the total load shall not exceed the capacity of the over-current protection device for the circuit.

2.10.13 Each answering position shall have as a minimum a duplex outlet for the display and telephone set. However, different applications may require additional outlets.

2.10.14 The AC service provided for the E911 recording devices (tape drives/printers, etc.) may be served by a different AC load center than was provided for the E911 equipment location. However, these circuits also should be transferable to the emergency bus.

2.11. Access

2.11.1 The PSAP needs to arrange for suitable access for movement of equipment into and out of the building during installation or maintenance.

2.11.2 The PSAP should maintain a suitable route, per local ordinances, for installing cable:

a. From the E911 equipment location to the room in which the attendants are located.
b. From the cable entry of the building to the E911 equipment area/room.

2.11.3 The E911 equipment location should be secure from access by unauthorized personnel.

2.11.4 Access by the LRGVDC installation and maintenance personnel must be provided on a 24 hour basis to ensure proper operation of equipment and compliance with State oversight requirements.

2.11.5 LRGVDC 9-1-1 personnel will work with the PSAPs to comply with security requirements such as; signing logs or attending TCIC/NCIC One Day courses for Non-Operators.

Attachment H
PSAP Equipment Inventory (provided by RPC)

Attachment I
PSAP Insurance (provided by local government)

AI-40242 **Tax Office 11. A.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Submission of 2013 effective and rollback tax rates.
2. Discussion of 2013 planning calendar
3. Discussion of 2013 tax rates
4. Record vote on proposed 2013 tax rate and schedule two (2) public hearings if proposed tax rate exceeds the lower of the effective or rollback rates.

BACKGROUND

Attachments

County Calendar

County Government Body

County Notice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	08/16/2013 11:14 AM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Veronica Ortiz Started On: 08/16/2013

Final Approval Date: 08/16/2013

2013 Planning Calendar
Hidalgo County

Date: 08/16/2013

Date	Activity
April-May	Mailing of notices of appraised value by chief appraiser.
April 30	The chief appraiser prepares and certifies to the tax assessor for each county, municipality, and school district participating in the appraisal district an estimate of the taxable value .
May 15	Deadline for submitting appraisal records to ARB.
July 20* (Aug. 30)	Deadline for ARB to approve appraisal records.
July 25	Deadline for chief appraiser to certify rolls to taxing units.
	Certification of anticipated collection rate by collector.
August 9, 2013	Calculation of effective and rollback tax rates.
August 19, 2013	Publication of effective and rollback tax rates, statement and schedules; submission to governing body.
	72-hour notice for meeting *(Open Meetings Notice).*
August 20, 2013	Meeting of governing body to discuss tax rate; if proposed rate tax rate will exceed the rollback rate or the effective tax rate (whichever is lower), take record vote and schedule public hearing.
August 25, 2013	Notice of Public Hearing on Tax Increase is the first quarter-page notice in newspaper and on TV and website, if available, published at least seven days before public hearing.
	72-hour notice for public hearing *(Open Meetings Notice)*
September 3, 2013	Public hearing.
	72-hour notice for second public hearing *(Open Meetings Notice)*
September 10, 2013	Second public hearing (may not be earlier than 3 days after first public hearing); schedule and announce meeting to adopt tax rate 3-14 days from this date.
September 17, 2013	Notice of Tax Revenue Increase published before meeting** to adopt tax rate is the second quarter-page notice in newspaper before meeting and published on TV and website (if available, at least seven days before meeting).
	72-hour notice for meeting at which governing body will adopt tax rate *(Open Meetings Notice)*
September 24, 2013	Meeting to adopt tax rate. Meeting is 3 to 14 days after second public hearing. Taxing unit must adopt tax rate by Sept. 30 or 60 days after receiving certified appraisal roll, whichever is later.

*Tax Code Section 81.06 directs that if a date falls on a weekend, the deadline is extended to the following regular business day
**Advice of taxing unit legal counsel should be sought to determine which approach to take in notifying the public of the meeting at which the governing body will vote on the tax rate.
Source: Texas Comptroller of Public Accounts, 2013.

2013 Governing Body Summary #1A*
Benchmark 2013 Tax Rates
Hidalgo County

Date: 08/16/2013

DESCRIPTION OF TAX RATE	TAX RATE PER $100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
Effective Tax Rate	$0.5907	$161,189,057	
One Percent $100 Tax Increase***	$0.596607	$162,689,226	$1,500,169
One Cent per $100 Tax Increase***	$0.600700	$163,728,703	$2,539,646
Notice & Hearing Limit****	$0.5907	$161,189,057	$0
Rollback Tax Rate	$0.6338	$172,134,930	$10,945,873
Last Year's Tax Rate	$0.5900	$161,011,282	$-177,775
Proposed Tax Rate	$0.0000	$11,172,182	$-150,016,875

*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.
**Tax levies are calculated using line 19 of the Effective Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.
***Tax increase compared to effective tax rate.
****The Notice and Hearing Limit is the highest tax rate that may be adopted without notices and a public hearing. It is the lower of the rollback tax rate or the effective tax rate.

2013 Property Tax Rates in Hidalgo County

This notice concerns the 2013 property tax rates for Hidalgo County. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the taxing unit can set before taxpayers start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per $100 of property value.

Last year's tax rate:	
Last year's operating taxes	$133,229,781
Last year's debt taxes	$16,924,127
Last year's total taxes	$150,153,908
Last year's tax base	$25,449,814,915
Last year's total tax rate	$0.5900/$100
This year's effective tax rate:	
Last year's adjusted taxes (after subtracting taxes on lost property)	$146,490,472
÷ This year's adjusted tax base (after subtracting value of new property)	$24,798,063,209
=This year's effective tax rate (Maximum rate unless unit publishes notices and holds hearings.)	$0.5907/$100
This year's rollback tax rate:	
Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)	$129,645,062
÷ This year's adjusted tax base	$24,798,063,209
=This year's effective operating rate	$0.5228/$100
x 1.08=this year's maximum operating rate	$0.5646/$100
+ This year's debt rate	$0.0692/$100
= This year's total rollback rate	$0.6338/$100

Statement of Increase/Decrease

If Hidalgo County adopts a 2013 tax rate equal to the effective tax rate of $0.5907 per $100 of value, taxes would decrease compared to 2012 taxes by $-137,033.

Schedule A: Unencumbered Fund Balance

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
General Fund	23,075,237
Debt Service Funds	4,617,444

Schedule B: General Fund - 2013 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
SIB Loan S-2008-003-06	92,318	20,001	0	112,319
2002 Certificates of Obligation	1,015,000	86,179	1,000	1,102,179
2004 Certificates of Obligation	2,160,000	268,463	1,000	2,429,463
2005 Refunding Bonds	4,425,000	1,991,313	1,000	6,417,313
2006 Certificates of Obligation	1,855,000	1,459,313	1,000	3,315,313
2007 Refunding Bonds	155,000	1,060,883	1,000	1,216,883

2009 Certificates of Obligation	1,070,000	924,594	1,000	1,995,594
2009A Refunding Bonds	295,000	50,075	1,000	346,075
2009B-C Certificates of Obligation	500,000	513,686	1,000	1,014,686
2010A-B Certificates of Obligation	1,070,000	1,306,264	1,000	2,377,264

Total required for 2013 debt service	$20,327,089
- Amount (if any) paid from Schedule A	$2,735,000
- Amount (if any) paid from other resources	$0
- Excess collections last year	$0
= Total to be paid from taxes in 2013	$17,592,089
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2013	$0
= Total debt levy	$17,592,089

Schedule D - Criminal Justice Mandate

The Hidalgo County Auditor certifies that Hidalgo County has spent $3,457,708 in the previous 12 months beginning January 2, 2012, for the maintenance and operations cost of keeping inmates sentenced to the Texas Department of Criminal Justice. Hidalgo County Sheriff has provided information on these costs, minus the state revenues received for reimbursement of such costs.

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at HIDALGO COUNTY TAX OFFICE 2804 S US HWY 281 EDINBURG TX 78539.

Name of person preparing this notice: PABLO (PAUL) VILLARREAL JR RTA
Title: HIDALGO COUNTY TAX ASSESSOR-COLLECTOR
Date Prepared: 08/16/2013

AI-40094 **Health & Human Services Dept. 12. A.**

CC REGULAR

Meeting Date: 08/20/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Approval to process the following AT&T invoices as a claim with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

VENDOR	Account No.	Billing Date	Amount
AT&T	956-843-7463-001-7	7/29/13	$128.55
AT&T	956-262-1141-273-7	7/23/13	$180.61
		Total	**$309.16**

2. Approval to process the following Quest invoices as a claim with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

Vendor	Account No.	Billing Date	Amount
Quest	9149818724	07/29/13	$2.56
		Total	**$2.56**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-441-00-340-003-0-531

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

BUDGETARY IMPACT:

Available funds as of 8/9/13.

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-441-00-340-003-0-339

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

BUDGETARY IMPACT:

Available funds as of 8/9/13.

Attachments

Invoice 1

Invoice 2

Invoice 3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/07/2013 04:04 PM
Glinda Pacheco	Glinda Pacheco	08/09/2013 11:56 AM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Mike Escaname Started On: 08/07/2013 03:38 PM

Final Approval Date: 08/16/2013

COUNTY OF HIDALGO
HIDALGO CLINIC
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Account Number 956 843-7463 001 7
Billing Date Jul 29, 2013

Web Site att.com

at&t

Monthly Statement

Bill-At-A-Glance

Previous Bill	615.85
Payment Received 7-12	554.66CR
Adjustments	.00
Past Due - Please Pay Immediately	61.19
Current Charges	128.55
Total Amount Due	**$189.74**
Current Charges Due in Full by	Aug 22, 2013

pd 7/30/13 #383725

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	128.55

1 800 770-2260
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 321-2000
Repair Services:
1 800 286-8313

Total Current Charges 128.55

RECEIVED
Hidalgo County Health
& Human Services Department
AUG 05 2013
1304 S. 25th Ave
Edinburg, Texas 78542

News You Can Use Summary

- PREVENT DISCONNECT
- AT&T PRIVACY POLICY
- 900 # INFORMATION
- LONG DIST. PROVIDERS
- DO NOT CALL
- RELAY TEXAS

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Jul 29 thru Aug 28

Charges for 956 843-7463

1.	Monthly Charges	4.11
2.	Basic Local Service - Business	20.85
Total Charges for 956 843-7463		24.96

Charges for 956 843-2659

3.	Monthly Charges	1.56
4.	Basic Local Service - Business	20.85
Total Charges for 956 843-2659		22.41

Charges for 956 843-6672

5.	Monthly Charges	1.30
6.	Basic Local Service - Business	20.85
Total Charges for 956 843-6672		22.15

Charges for 956 843-9864

7.	Monthly Charges	1.30
8.	Basic Local Service - Business	20.85
Total Charges for 956 843-9864		22.15
Total Monthly Service		**91.67**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Jul 2, 2013				
(Monthly Charges are Prorated from Jul 2, 2013 through Jul 28, 2013)				
9.	Federal Universal Service Fee	1		.02
10.	Federal Subscriber Line Charge	1		.22
11.	Federal Universal Service Fee	1		.02
12.	Federal Subscriber Line Charge	1		.22
13.	Federal Universal Service Fee	1		.02
14.	Federal Subscriber Line Charge	1		.22
15.	Federal Universal Service Fee	1		.02
16.	Federal Subscriber Line Charge	1		.22
Total Additions and Changes to Service				**.96**

Surcharges and Other Fees

17.	Federal Subscriber Line Charge	22.92
18.	911 Fee	1.12
19.	Federal Universal Service Fee	3.88
20.	Municipal right-of-way Fee	8.00
Total Surcharges and Other Fees		**35.92**

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Printed on Recyclable Paper

Return bottom portion with your check in the enclosed envelope.

DUE BY $189.74 Amount After Aug 22, 2013 $189.74

HILDALGO CNTY HLTH DPT
ELSA CLINIC
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Account Number 956 262-1141 273 7
Billing Date Jul 23, 2013

Web Site att.com

at&t

Monthly Statement

Bill-At-A-Glance

Previous Bill	937.24
Payment Received 7-12 Thank you!	1,537.10CR
Adjustments	.00
Balance	599.86CR
Current Charges	180.61
Balance	**$419.25CR**

Payment is Not Required

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	180.61

1 800 770-2260
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 321-2000
Repair Services:
1 800 286-8313

Total Current Charges 180.61

RECEIVED
Hidalgo County Health
& Human Services Department
AUG 01 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

News You Can Use Summary

- PREVENT DISCONNECT
- AT&T PRIVACY POLICY
- LONG DIST. PROVIDERS
- FEDERAL FEE INCREASE

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Jul 23 thru Aug 22

Charges for 956 262-1141	
1. Monthly Charges	4.37
2. Basic Local Service - Business	20.85
Total Charges for 956 262-1141	25.22
Charges for 956 262-2361	
3. Monthly Charges	1.30
4. Basic Local Service - Business	20.85
Total Charges for 956 262-2361	22.15
Charges for 956 262-3130	
5. Monthly Charges	1.30
6. Basic Local Service - Business	20.85
Total Charges for 956 262-3130	22.15
Charges for 956 262-3491	
7. Monthly Charges	1.30
8. Basic Local Service - Business	20.85
Total Charges for 956 262-3491	22.15
Charges for 956 262-7842	
9. Monthly Charges	1.30
10. Basic Local Service - Business	20.85
Total Charges for 956 262-7842	22.15
Charges for 956 262-9138	
11. Monthly Charges	1.30
12. Basic Local Service - Business	20.85
Total Charges for 956 262-9138	22.15
Total Monthly Service	**135.97**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Jul 2, 2013				
	(Monthly Charges are Prorated from Jul 2, 2013 through Jul 22, 2013)			
13.	Federal Universal Service Fee	1		.01
14.	Federal Subscriber Line Charge	1		.17
15.	Federal Universal Service Fee	1		.01
16.	Federal Subscriber Line Charge	1		.17
17.	Federal Universal Service Fee	1		.01
18.	Federal Subscriber Line Charge	1		.17
19.	Federal Universal Service Fee	1		.01
20.	Federal Subscriber Line Charge	1		.17
21.	Federal Universal Service Fee	1		.01
22.	Federal Subscriber Line Charge	1		.17

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Printed on Recyclable Paper

Quest Diagnostics

P.O. BOX 841725
DALLAS, TX 75284-1725

Invoice/Statement

RECEIVED
AUG 0 2 2013
Hidalgo County Health & Human Services

Date:	Total Due:
07/26/2013	$2.56

Client Number	Lab Code
00052321	DAL

Client Name: HIDALGO COUNTY HEALTH
Terms: 15 Days
Protocol Number: N/A
PO Number: N/A

00052321 DAL 9149818724
HIDALGO COUNTY HEALTH
DAN BELTRAN
1304 S 25TH AVE
EDINBURG, TX 78542-7205

Important Information

- You may pay by credit card at our website https://ebilling.questdiagnostics.com or by telephone.
- Your payment stub is attached below. Please include your client number, the invoice numbers and amounts paid on your check stub. Invoice discrepancies must be identified in detail and in writing, and faxed to below number or forwarded along with your check for the undisputed balance.
- We report payment history to credit agencies. Unless a valid dispute is identified, open invoices beyond our terms are reported as past due.
- This bill is final unless discrepancies are reported within 30 days.
- The CPT codes provided are based on AMA guidelines and are for informational purposes only. CPT coding is the sole responsibility of the billing party. Please direct any questions regarding coding to the payor being billed.

For Billing Inquiries:

Weekdays 8:30AM - 4PM CST
Phone: 1-877-722-5272 Fax: 610-271-6400
Or visit our website at https://ebilling.questdiagnostics.com

(Pulmonary) $2.56

Lab Tax ID: **#38-2084239**

▲ Please fold and tear along perforation and remit with payment in the envelope provided. ▲

Quest Diagnostics

Lab Code: DAL

Current Invoice Balance: $2.56	$2.56
Past Due Balance:	$0.00
Total Balance Due:	**$2.56**

Statement Date: 07/26/2013 **Invoice Number: 9149818724**

Client Number: 00052321

Amount Enclosed: $

LOG ON NOW. Pay your statement online securely at
https://ebilling.questdiagnostics.com
or call 1-877-722-5272.
Quest Diagnostics also accepts:

VISA MasterCard AMERICAN EXPRESS DISCOVER NETWORK

☐ Check here if paying by credit card and complete information on the back

Please make checks payable to Quest Diagnostics.
Be sure to include invoice number on your check.

☐ Check here if address has changed. Please provide your new address information on the back.

Quest Diagnostics reserves the right to assign this receivable to any of its affiliates.

MAIL PAYMENTS TO:

QUEST DIAGNOSTICS
P.O. BOX 841725
DALLAS, TX 75284-1725

9149818724000052321600000002561DB

037491 1/4

1 6

Quest Diagnostics P.O. BOX 841725 DALLAS, TX 75284-1725

Statement

Statement Date:	Statement Balance:
07/26/2013	$2.56

Lab Tax ID: #38-2084239

Client Number	Lab Code
00052321	DAL

Client Name: HIDALGO COUNTY HEALTH
Terms: 15 Days
Protocol Number: N/A
PO Number: N/A

HIDALGO COUNTY HEALTH 00052321
DAN BELTRAN
1304 S 25TH AVE
EDINBURG, TX 78542-7205

HIDALGO COUNTY-PULMONARY
GLORIA SALINAS
1304 S 25TH AVE
EDINBURG, TX 78542

Reconciliation

Invoice Number	Invoice Date	Invoice Amount	Payments	Transfer Credits	Other Debits/ Credits	Invoice Balance
9149818724	07/26/13	$2.56	$0.00	$0.00	$0.00	$2.56
					BALANCE	**$2.56**

Current Month Statement Activity

Invoice Number	Specimen Number	Patient Name	Transaction Date	Description	Prior Balance
					$0.00
9149818724				CURRENT MONTH AMOUNT	$2.56
				BALANCE	**$2.56**

For Billing Inquiries:

Weekdays 8:30AM - 4PM CST
Phone: 1-877-722-5272 Fax: 610-271-6400
Or visit our website at https://ebilling.questdiagnostics.com

037491 2/4

Statement Aging

Current	30 Days	60 Days	90 Days	120 Days	150 Days	180 Days and over
$2.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Quest Diagnostics P.O. BOX 841725 DALLAS, TX 75284-1725

Lab Tax ID: #38-2084239

Laboratory Invoice

Invoice Date:	Invoice Amount Due:
07/26/2013	$2.56

Invoice Number	Client Number	Lab Code
9149818724	00052321	DAL

Client Name: HIDALGO COUNTY HEALTH
Terms: 15 Days

Date of Collection	Specimen Number	Patient Name	Patient I.D.	Laboratory Services	CPT #	Service Code	Amount
HIDALGO COUNTY-PULMONARY 00052321 **GLORIA SALINAS** **1304 S 25TH AVE** **EDINBURG TX 78542**							
06/24/13	3263627	RODRIGUEZ, DIONISIA	11657707	RENAL FUNC PNL	80069	0010314	$2.56
				Referring Client Subtotal			**$2.56**

Invoice Amount
$2.56

037491 3/4

AI-40153 **Fire Marshal's Office 13. A.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted By: Sulema Cavazos, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Requesting approval to process the following invoice as claim with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor:

Vendor	Account#	Billing Date	Amount
Verizon Wireless	442010695-00001	May-June (727.72) & June-July (727.60)	$1,455.32

BACKGROUND

Funding - refer to AI 40202 - 8/20/13 consent

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-422-10-300-001-0-532

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

BUDGETARY IMPACT:

Funding pending LIT approval (AI# 40202 8-20-13).

Attachments

May-June

June-July

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/13/2013 04:18 PM
Manuel Chapa	Manuel Chapa	08/14/2013 01:58 PM
Auditor's Office	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Sulema Cavazos Started On: 08/12/2013 10:52 AM

Final Approval Date: 08/16/2013

P.O. BOX 105378
ATLANTA, GA 30348

Manage Your Account & View Your Usage Details	Account Number	Date Due
At vzw.com/mybusinessaccount	442010695–00001	Past Due
	Invoice Number	9705816026

KEYLINE

COUNTY OF HIDALGO
1124 N M RD
EDINBURG, TX 78542

Quick Bill Summary

May 02 – Jun 01

Previous Balance *(see back for details)*	$2,309.73
No Payment Received	$.00
Balance Forward Due Immediately	**$2,309.73**
Monthly Charges	$716.86
Usage and Purchase Charges	
Voice	$.00
Messaging	$.06
Data	$.00
Verizon Wireless' Surcharges and Other Charges & Credits	$10.80
Taxes, Governmental Surcharges & Fees	$.00
Total Current Charges Due by June 26, 2013	**$727.72**

Total Amount Due **$3,037.45**

Our records indicate your account is past due. Please send payment now to avoid service disruption.

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	At vzw.com/mybusinessaccount	1.800.922.0204 or *611 from your wireless

VB

Bill Date June 01, 2013
Account Number 442010695–00001
Invoice Number 9705816026

COUNTY OF HIDALGO
1124 N M RD
EDINBURG, TX 78542

Total Amount Due

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

$3,037.45

$□,□□□.□□

PO BOX 660108
DALLAS, TX 75266–0108

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

97058160260104420106950000100007277200030374 57

Get Minutes Used	Get Data Used	Get Balance
#MIN + SEND	#DATA + SEND	#BAL + SEND

Explanation of Charges

Verizon Wireless' Surcharges
Verizon Wireless' Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including charges we or our agents pay local telephone companies for delivering calls from our customers to their customers, fees and assessments on our network facilities and services, and costs and charges associated with new cell site construction, local number portability, and other government mandates. Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.

Taxes, Governmental Surcharges and Fees
Includes sales, excise and other taxes and governmental surcharges and fees that we are required by law to bill customers. These taxes, surcharges and fees may change from time to time without notice.

Late Fee Information
A late payment applies for unpaid balances. The charge is the greater of $5 or 1.5% per month, or as permitted by law.

Verizon Wireless' Other Charges and Credits
Includes charges for products and services, and credits owing.

Payments

Previous Balance	**$2,309.73**
No Payment Received	
Total Payments	**$.00**
Balance Forward Due Immediately	**$2,309.73**

Correspondence Address: Verizon Wireless Attn: Correspondence Team PO Box 5029 Wallingford, CT 06492

Automatic Payment Enrollment for Account: 442010695-00001 COUNTY OF HIDALGO

By signing below, you authorize Verizon Wireless to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon Wireless is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon Wireless. Check with your bank for any charges.

1. Check this box. **2. Sign name in box below, as shown on the bill and date.** **3. Return this slip with your check for this month's payment.**

Changing your billing address for Account: 442010695-00001 COUNTY OF HIDALGO

Use this space or sign in to My Verizon at vzw.com/changeaddress to change the mailing address where we send your bill. If we do not have your most recent email address, provide it below and we'll use it to tell you important information about your Verizon Wireless service. Allow 2 billing cycles for the address change to take effect.

New Address _____

City _____

State/Zip _____

Work Phone _____ Home Phone _____

Email _____

Confirming or changing your service address

For each of your mobile numbers, in order to bill taxes and surcharges correctly we need a service address - which is a street address (not a PO Box) that is the home or primary business address of the person who uses that number. To confirm or change the service address for any of your mobile numbers, sign in to My Verizon at vzw.com/serviceaddress.

Overview of Shared Usage

	Participating Lines as of 06/01/13	Lines Exceeding Allowance after Share	Shared Allowance	Shared Usage	Shared Billable	Cost
Talk – Nationwide for Business Share	5	0	5,000	2,192	0	––

Overview of Lines

Lines Charges	Page Number	Monthly Charges	Usage and Purchase Charges	Equipment Charges	VZW Surcharges and Other Charges and Credits	Taxes, Governmental Surcharges and Fees	Third–Party Charges (includes Tax)	Total Charges	Voice Plan Usage	Messaging Usage	Data Usage	Voice Roaming	Messaging Roaming	Data Roaming
956–227–7024 Marshal 3	*4*	$74.99	––	––	$2.16	$.00	––	$77.15	193	35	246,193KB	––	––	––
956–239–1180 Marshal 1	*9*	$74.99	––	––	$2.16	$.00	––	$77.15	893	617	1,251,538KB	––	––	––
956–289–3857 Marshal 4	*22*	$74.99	––	––	$2.16	$.00	––	$77.15	458	59	152,627KB	––	––	––
956–289–3873 Marshal 5	*30*	$74.99	––	––	$2.16	$.00	––	$77.15	490	60	254,111KB	––	––	––
956–342–2162 4g Mifi	*39*	$37.99	––	––	$.00	$.00	––	$37.99	––	––	1GB	––	––	––
956–342–2165 4g Mifi	*40*	$37.99	––	––	$.00	$.00	––	$37.99	––	––	1GB	––	––	––
956–342–2607 4g Mifi	*41*	$37.99	$.02	––	$.00	$.00	––	$38.01	––	1	6GB	––	––	––
956–342–3675 4g Mifi	*42*	$37.99	$.02	––	$.00	$.00	––	$38.01	––	1	3GB	––	––	––
956–342–3707 4g Mifi	*43*	$37.99	$.02	––	$.00	$.00	––	$38.01	––	1	7GB	––	––	––
956–342–3889 4g Usb	*44*	$37.99	––	––	$.00	$.00	––	$37.99	––	––	––	––	––	––
956–342–3895 4g Usb	*45*	$37.99	––	––	$.00	$.00	––	$37.99	––	––	1GB	––	––	––
956–342–3939 4g Usb	*46*	$37.99	––	––	$.00	$.00	––	$37.99	––	––	1GB	––	––	––
956–342–4102 4g Usb	*47*	$37.99	––	––	$.00	$.00	––	$37.99	––	––	1GB	––	––	––
956–393–1848 Marshal 2	*48*	$74.99	––	––	$2.16	$.00	––	$77.15	158	246	2,992,756KB	––	––	––
Total Current Charges		**$716.86**	**$0.06**	**$.00**	**$10.80**	**$.00**	**$.00**	**$727.72**						

Summary for Marshal 3: 956–227–7024

Your Plan

Americas Ch Email & Data 1000
$96.14 monthly charge
1000 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Plan from 5/2 – 5/31
Data Roam USA/Canada

Email & Data Unlimited
Unlimited monthly kilobyte

Plan from 6/1 – 6/1
Data Roam USA/Canada B2B

Beginning on 04/08/13:
22% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

UNL Picture/Video MSG
Unlimited monthly Picture & Video

UNL Text Messaging
Unlimited monthly M2M Text
Unlimited monthly Text Message

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Americas Ch Email & Data 1000	06/02 – 07/01	96.14
22% Access Discount	06/02 – 07/01	–21.15
		$74.99

Usage and Purchase Charges

Voice		**Allowance**	**Used**	**Billable**	**Cost**
SharePlan	*minutes*	1000 (shared)	193	––	––
Mobile to Mobile	*minutes*	unlimited	141	––	––
Night/Weekend	*minutes*	unlimited	3	––	––
Total Voice					$.00
Messaging					
Text	*messages*	unlimited	16	––	––
Unlimited M2M Text	*messages*	unlimited	2	––	––
Picture & Video	*messages*	unlimited	17	––	––
Total Messaging					$.00
Data					
Unbilled Usage from Previous Months					
Kilobyte Usage	*kilobytes*		66	––	––
Current Data Usage					
Kilobyte Usage	*kilobytes*	unlimited	246,193	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.00**
Verizon Wireless' Surcharges					
Fed Universal Service Charge					2.16
					$2.16
Total Current Charges for 956–227–7024					**$77.15**

Detail for Marshal 3: 956–227–7024

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/02	8:59A	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/02	10:41A	956–537–1568	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
5/02	12:00P	956–584–4355	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/03	7:46A	956–490–5358	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/03	8:21A	956–393–1848	Peak	M2MAllow	Weslaco TX	Edinburg TX	1	––	––	––
5/03	8:22A	956–756–4587	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––

Detail for Marshal 3: 956–227–7024

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/03	9:08A	956–534–8397	Peak	PlanAllow	Port Isabe TX	Incoming CL	3	––	––	––
5/03	11:01A	956–239–1180	Peak	M2MAllow	South Padr TX	Incoming CL	1	––	––	––
5/03	1:47P	956–393–1848	Peak	M2MAllow	Alamo TX	Incoming CL	1	––	––	––
5/03	8:12P	956–383–8114	Peak	PlanAllow	Mercedes TX	Incoming CL	1	––	––	––
5/04	12:44P	704–319–7254	Off–Peak	N&W	Mercedes TX	Charlotte NC	1	––	––	––
5/06	8:32A	956–222–0536	Peak	PlanAllow	Edcouch TX	Incoming CL	2	––	––	––
5/06	8:39A	956–239–1180	Peak	M2MAllow	Edcouch TX	Edinburg TX	1	––	––	––
5/06	8:40A	956–867–1769	Peak	PlanAllow	Edcouch TX	Incoming CL	2	––	––	––
5/06	8:52A	956–355–0905	Peak	PlanAllow	Edcouch TX	Incoming CL	1	––	––	––
5/06	8:53A	956–239–1180	Peak	M2MAllow	Edcouch TX	Edinburg TX	1	––	––	––
5/06	9:05A	956–289–3873	Peak	M2MAllow	Edcouch TX	Edinburg TX	1	––	––	––
5/06	9:06A	956–318–2656	Peak	PlanAllow	Edcouch TX	Incoming CL	2	––	––	––
5/06	9:11A	956–289–3873	Peak	M2MAllow	Edcouch TX	Incoming CL	1	––	––	––
5/06	9:17A	956–534–8397	Peak	PlanAllow	Edcouch TX	Incoming CL	1	––	––	––
5/06	9:48A	956–457–1080	Peak	PlanAllow	Edcouch TX	Edinburg TX	1	––	––	––
5/06	9:49A	956–289–3873	Peak	M2MAllow	Edcouch TX	Edinburg TX	1	––	––	––
5/06	9:50A	956–239–1180	Peak	M2MAllow	Edcouch TX	Incoming CL	3	––	––	––
5/06	9:55A	956–318–2656	Peak	PlanAllow	Weslaco TX	Edinburg TX	1	––	––	––
5/06	9:57A	956–318–2656	Peak	PlanAllow	Weslaco TX	Edinburg TX	2	––	––	––
5/06	9:58A	956–222–0536	Peak	PlanAllow	Mercedes TX	Mission TX	1	––	––	––
5/06	10:02A	956–534–6627	Peak	M2MAllow	Weslaco TX	Incoming CL	2	––	––	––
5/06	10:16A	956–534–6627	Peak	M2MAllow	Weslaco TX	Incoming CL	1	––	––	––
5/06	10:18A	956–534–6627	Peak	M2MAllow	Weslaco TX	Incoming CL	2	––	––	––
5/06	10:20A	956–534–8397	Peak	PlanAllow	Weslaco TX	McAllen TX	1	––	––	––
5/06	10:24A	956–534–8397	Peak	PlanAllow	Weslaco TX	McAllen TX	2	––	––	––
5/06	10:48A	956–318–2656	Peak	PlanAllow	Donna TX	Edinburg TX	1	––	––	––
5/06	11:02A	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/06	11:35A	704–319–7254	Peak	PlanAllow	Edinburg TX	Charlotte NC	2	––	––	––
5/06	12:08P	956–383–7691	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/07	8:23A	956–318–2656	Peak	PlanAllow	Alamo TX	Edinburg TX	1	––	––	––
5/07	9:04A	956–457–2877	Peak	PlanAllow	Weslaco TX	Edinburg TX	2	––	––	––
5/07	9:12A	956–867–1769	Peak	PlanAllow	Edcouch TX	Incoming CL	2	––	––	––
5/08	7:58A	956–289–3873	Peak	M2MAllow	McAllen TX	Edinburg TX	2	––	––	––
5/08	8:10A	956–289–3873	Peak	M2MAllow	McAllen TX	Incoming CL	1	––	––	––
5/09	8:36A	956–457–1080	Peak	PlanAllow	McAllen TX	Edinburg TX	1	––	––	––
5/09	8:47A	956–457–1080	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
5/09	10:00A	956–607–3473	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
5/09	3:22P	956–289–3873	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
5/09	3:24P	956–289–3873	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/09	5:33P	956–485–9208	Peak	PlanAllow	Mercedes TX	Incoming CL	2	––	––	––
5/09	5:35P	956–239–1180	Peak	M2MAllow	Mercedes TX	Edinburg TX	1	––	––	––
5/09	5:36P	956–289–3873	Peak	M2MAllow	Mercedes TX	Edinburg TX	2	––	––	––
5/09	5:38P	956–289–3873	Peak	M2MAllow	Mercedes TX	Incoming CL	1	––	––	––
5/09	5:44P	956–393–1848	Peak	M2MAllow	Mercedes TX	Edinburg TX	1	––	––	––
5/09	5:49P	956–239–1180	Peak	M2MAllow	Weslaco TX	Edinburg TX	2	––	––	––

Detail for Marshal 3: 956–227–7024

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/09	6:00P	956–485–9208	Peak	PlanAllow	McAllen TX	Sullivancy TX	2	––	––	––
5/09	6:05P	956–289–3873	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/09	6:40P	956–239–1180	Peak	M2MAllow	Rio Grande TX	Edinburg TX	2	––	––	––
5/09	6:55P	321–926–4341	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/09	7:01P	956–357–7600	Peak	M2MAllow	Mission TX	Harlingen TX	4	––	––	––
5/09	8:08P	956–289–3873	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/09	8:09P	956–357–7600	Peak	M2MAllow	Mission TX	Harlingen TX	2	––	––	––
5/09	10:42P	956–357–7600	Off–Peak	N&W	Mercedes TX	Incoming CL	2	––	––	––
5/10	9:41A	956–821–0792	Peak	PlanAllow	Edcouch TX	Incoming CL	1	––	––	––
5/10	9:48A	956–756–4587	Peak	PlanAllow	Edcouch TX	Weslaco TX	3	––	––	––
5/10	9:51A	956–200–6270	Peak	PlanAllow	Edcouch TX	Harlingen TX	1	––	––	––
5/10	10:50A	956–821–0792	Peak	PlanAllow	Donna TX	McAllen TX	1	––	––	––
5/10	10:58A	956–533–8461	Peak	PlanAllow	McAllen TX	Incoming CL	2	––	––	––
5/10	11:13A	956–821–0792	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/10	12:51P	956–570–7817	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/10	12:52P	956–570–7817	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/10	1:21P	956–472–4813	Peak	PlanAllow	McAllen TX	Incoming CL	2	––	––	––
5/10	3:58P	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/10	4:02P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/10	4:06P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/10	4:09P	956–289–3873	Peak	M2MAllow	Faysville TX	Incoming CL	2	––	––	––
5/10	4:21P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/10	4:22P	956–357–7600	Peak	M2MAllow	Edcouch TX	Harlingen TX	2	––	––	––
5/10	4:23P	956–239–1180	Peak	M2MAllow	Edcouch TX	Edinburg TX	3	––	––	––
5/10	4:26P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/10	4:27P	956–289–3873	Peak	M2MAllow	Edcouch TX	Edinburg TX	1	––	––	––
5/10	4:28P	956–381–1898	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/10	4:29P	956–239–1180	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/10	6:44P	956–454–8843	Peak	PlanAllow	Mercedes TX	Harlingen TX	5	––	––	––
5/13	10:15A	956–464–5623	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/13	10:21A	956–622–9879	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/13	10:25A	956–756–4587	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/13	1:17P	956–854–1966	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/13	6:44P	956–289–3873	Peak	M2MAllow	Mercedes TX	Incoming CL	2	––	––	––
5/14	7:57A	956–756–4587	Peak	PlanAllow	Edinburg TX	Weslaco TX	2	––	––	––
5/14	8:15A	956–756–4587	Peak	PlanAllow	Edcouch TX	Weslaco TX	3	––	––	––
5/14	8:24A	956–756–4587	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/14	8:35A	956–318–2656	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/14	8:47A	956–262–6000	Peak	PlanAllow	Alamo TX	Incoming CL	4	––	––	––
5/14	8:58A	956–393–1848	Peak	M2MAllow	Alamo TX	Edinburg TX	1	––	––	––
5/14	9:46A	956–585–1366	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/14	10:01A	956–585–1366	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/14	11:08A	956–363–1788	Peak	PlanAllow	Pharr TX	Incoming CL	2	––	––	––
5/14	11:13A	956–393–1848	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
5/14	11:19A	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––

Detail for Marshal 3: 956–227–7024

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/14	11:23A	210–391–1362	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
5/14	12:27P	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/14	12:29P	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/14	12:34P	956–393–1848	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/14	1:20P	956–975–6444	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/15	10:23A	956–289–3857	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/15	4:39P	956–262–6000	Peak	PlanAllow	Edinburg TX	Edcouch TX	2	––	––	––
5/16	3:38P	956–318–2656	Peak	PlanAllow	Mercedes TX	Edinburg TX	1	––	––	––
5/20	8:01A	956–342–0111	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
5/20	8:44A	956–262–6400	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/20	8:47A	956–854–1966	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/20	8:59A	956–458–1113	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/20	9:41A	956–465–5579	Peak	PlanAllow	Edcouch TX	Incoming CL	2	––	––	––
5/20	11:37A	956–533–8011	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
5/20	12:16P	956–968–4734	Peak	PlanAllow	Pharr TX	Weslaco TX	1	––	––	––
5/20	12:34P	956–631–5667	Peak	PlanAllow	Donna TX	McAllen TX	2	––	––	––
5/20	12:37P	956–638–6421	Peak	PlanAllow	Alamo TX	McAllen TX	2	––	––	––
5/20	12:39P	956–381–6916	Peak	PlanAllow	Alamo TX	Edinburg TX	3	––	––	––
5/20	12:42P	956–566–9656	Peak	M2MAllow	Alamo TX	McAllen TX	1	––	––	––
5/20	12:43P	956–566–9656	Peak	M2MAllow	Alamo TX	McAllen TX	2	––	––	––
5/20	12:47P	956–566–9656	Peak	M2MAllow	Alamo TX	Incoming CL	18	––	––	––
5/20	3:33P	956–566–9656	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/20	4:09P	956–346–8020	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/20	4:21P	956–970–0995	Peak	PlanAllow	Edinburg TX	Incoming CL	5	––	––	––
5/20	4:36P	956–970–0995	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/20	6:48P	956–522–2673	Peak	PlanAllow	Mercedes TX	Incoming CL	3	––	––	––
5/20	6:57P	956–472–5681	Peak	PlanAllow	Mercedes TX	Incoming CL	1	––	––	––
5/21	9:20A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/21	9:23A	956–393–1848	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/21	12:04P	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/21	1:29P	956–537–7771	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/21	1:32P	956–219–5234	Peak	PlanAllow	Pharr TX	Incoming CL	2	––	––	––
5/22	8:03A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/22	9:36A	956–682–6102	Peak	PlanAllow	Edinburg TX	Incoming CL	5	––	––	––
5/22	11:21A	956–393–1848	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/22	3:11P	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/22	3:14P	956–239–1180	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/22	3:30P	956–756–4587	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/22	3:54P	956–393–1848	Peak	M2MAllow	Edcouch TX	Edinburg TX	2	––	––	––
5/22	4:20P	956–239–1180	Peak	M2MAllow	Edcouch TX	Edinburg TX	4	––	––	––
5/22	4:25P	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	6	––	––	––
5/22	5:07P	956–227–5914	Peak	PlanAllow	San Juan TX	Incoming CL	2	––	––	––
5/23	7:09A	214–763–9375	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/23	7:10A	956–393–1848	Peak	M2MAllow	Weslaco TX	Edinburg TX	2	––	––	––
5/23	7:18A	214–763–9375	Peak	PlanAllow	San Juan TX	Grandprari TX	1	––	––	––

Detail for Marshal 3: 956–227–7024

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/23	7:27A	956–393–1848	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/23	8:32A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/23	8:49A	956–219–5234	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/23	8:58A	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/23	10:46A	956–867–1769	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
5/23	1:14P	956–386–0711	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/23	2:03P	956–969–0044	Peak	PlanAllow	Faysville TX	Incoming CL	2	––	––	––
5/23	2:38P	956–463–1156	Peak	PlanAllow	Edinburg TX	Incoming CL	5	––	––	––
5/23	2:49P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	4	––	––	––
5/23	4:30P	956–867–1769	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/24	8:20A	956–969–3092	Peak	PlanAllow	Edinburg TX	Weslaco TX	2	––	––	––
5/24	8:28A	956–867–1769	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/24	8:45A	956–463–6521	Peak	PlanAllow	Edcouch TX	Incoming CL	4	––	––	––
5/24	9:42A	956–472–3414	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/24	9:44A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/24	9:45A	956–472–3414	Peak	PlanAllow	Edinburg TX	Weslaco TX	2	––	––	––
5/24	9:47A	956–969–0044	Peak	PlanAllow	Edinburg TX	Weslaco TX	2	––	––	––
5/24	9:50A	956–969–0044	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/24	9:53A	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/24	10:03A	956–393–1848	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/24	11:05A	956–472–3414	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/24	11:31A	956–463–8805	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/24	1:27P	956–599–1430	Peak	PlanAllow	McAllen TX	Incoming CL	2	––	––	––
5/24	2:27P	956–472–3414	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
5/24	2:38P	956–973–0500	Peak	PlanAllow	Pharr TX	Incoming CL	4	––	––	––
5/24	3:22P	956–867–1769	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
5/24	3:22P	956–867–1769	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
5/28	7:32A	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/28	8:49A	956–904–7665	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/28	9:08A	956–904–7665	Peak	PlanAllow	Weslaco TX	Pharr TX	1	––	––	––
5/28	9:11A	956–904–7665	Peak	PlanAllow	Weslaco TX	Pharr TX	1	––	––	––
5/28	9:36A	956–578–2092	Peak	M2MAllow	Donna TX	Incoming CL	4	––	––	––
5/28	1:32P	956–537–7771	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/28	1:42P	956–463–4115	Peak	PlanAllow	Weslaco TX	Incoming CL	3	––	––	––
5/28	3:01P	956–261–1550	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/29	9:57A	956–225–6582	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/29	11:54A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/29	1:10P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/31	11:06A	956–289–3873	Peak	M2MAllow	McAllen TX	Edinburg TX	3	––	––	––
5/31	5:56P	956–968–8596	Peak	PlanAllow	Mercedes TX	Incoming CL	1	––	––	––
5/31	8:00P	956–289–3873	Peak	M2MAllow	Mercedes TX	Incoming CL	3	––	––	––
5/31	8:47P	956–393–1848	Peak	M2MAllow	Weslaco TX	Edinburg TX	3	––	––	––

Summary for Marshal 1: 956–239–1180

Your Plan

Americas Ch Email & Data 1000
$96.14 monthly charge
1000 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Plan from 5/2 – 5/31
Data Roam USA/Canada

Email & Data Unlimited
Unlimited monthly kilobyte

Plan from 6/1 – 6/1
Data Roam USA/Canada B2B

Beginning on 04/08/13:
22% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

UNL Picture/Video MSG
Unlimited monthly Picture & Video

UNL Text Messaging
Unlimited monthly M2M Text
Unlimited monthly Text Message

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Americas Ch Email & Data 1000	06/02 – 07/01	96.14
22% Access Discount	06/02 – 07/01	–21.15
		$74.99

Usage and Purchase Charges

Voice		**Allowance**	**Used**	**Billable**	**Cost**
SharePlan	*minutes*	1000 (shared)	893	––	––
Mobile to Mobile	*minutes*	unlimited	182	––	––
Night/Weekend	*minutes*	unlimited	161	––	––
Total Voice					$.00
Messaging					
Text	*messages*	unlimited	360	––	––
Unlimited M2M Text	*messages*	unlimited	224	––	––
Picture & Video	*messages*	unlimited	33	––	––
Total Messaging					$.00
Data					
Unbilled Usage from Previous Months					
Kilobyte Usage	*kilobytes*		174	––	––
Current Data Usage					
Kilobyte Usage	*kilobytes*	unlimited	1,251,538	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges	
Fed Universal Service Charge	2.16
	$2.16
Total Current Charges for 956–239–1180	**$77.15**

Detail for Marshal 1: 956–239–1180

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/02	7:18A	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/02	7:47A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/02	8:16A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	5	––	––	––
5/02	8:21A	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/02	8:29A	956–313–5645	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/02	8:59A	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/02	9:07A	956–457–1772	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/02	9:29A	956–289–6549	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/02	10:01A	956–475–6735	Peak	PlanAllow	Mission TX	Pharr TX	1	––	––	––
5/02	10:01A	956–475–6735	Peak	PlanAllow	Mission TX	Pharr TX	1	––	––	––
5/02	10:30A	956–369–0542	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/02	11:01A	956–289–6549	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/02	12:54P	956–975–9227	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/02	12:58P	956–270–0728	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/02	1:15P	956–522–4643	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/02	1:37P	956–330–8052	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
5/02	3:40P	956–496–5822	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/02	6:36P	956–573–2052	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
5/02	6:56P	956–975–9227	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
5/02	7:53P	956–537–1732	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
5/02	7:54P	956–289–3857	Peak	M2MAllow	McAllen TX	Edinburg TX	1	––	––	––
5/02	8:07P	956–289–3857	Peak	M2MAllow	McAllen TX	Incoming CL	1	––	––	––
5/02	8:30P	956–975–9227	Peak	PlanAllow	Pharr TX	Incoming CL	2	––	––	––
5/02	8:46P	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/03	7:57A	956–227–5914	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/03	7:59A	956–289–6549	Peak	PlanAllow	Edinburg TX	Edinburg TX	22	––	––	––
5/03	8:21A	956–289–6549	Peak	PlanAllow	Weslaco TX	Incoming CL	29	––	––	––
5/03	8:50A	956–975–9227	Peak	PlanAllow	Los Fresno TX	Weslaco TX	1	––	––	––
5/03	8:50A	956–457–1080	Peak	PlanAllow	Los Fresno TX	Edinburg TX	4	––	––	––
5/03	8:58A	956–432–9936	Peak	PlanAllow	Los Fresno TX	Incoming CL	2	––	––	––
5/03	9:41A	956–279–8713	Peak	PlanAllow	South Padr TX	Edinburg TX	1	––	––	––
5/03	11:00A	956–227–7024	Peak	M2MAllow	South Padr TX	McAllen TX	1	––	––	––
5/03	12:57P	956–975–9227	Peak	PlanAllow	Los Fresno TX	Incoming CL	2	––	––	––
5/03	1:47P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/03	1:58P	956–975–6444	Peak	M2MAllow	Weslaco TX	Incoming CL	1	––	––	––
5/03	2:46P	956–328–9129	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/03	3:02P	956–318–2615	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/03	3:10P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/03	3:34P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/03	3:59P	956–279–8713	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/03	5:06P	956–289–6549	Peak	PlanAllow	Weslaco TX	Incoming CL	8	––	––	––
5/03	5:14P	956–346–0261	Peak	M2MAllow	Weslaco TX	Brownsvl TX	1	––	––	––
5/03	5:56P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/04	10:28A	956–565–4656	Off–Peak	N&W	McAllen TX	Incoming CL	1	––	––	––
5/04	4:46P	956–393–1848	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
5/04	7:29P	956–975–9227	Off–Peak	N&W	McAllen TX	Weslaco TX	1	––	––	––
5/04	7:30P	956–975–9227	Off–Peak	N&W	McAllen TX	Weslaco TX	1	––	––	––
5/05	9:18A	956–975–9227	Off–Peak	N&W	Mercedes TX	Incoming CL	1	––	––	––
5/05	1:18P	956–369–0908	Off–Peak	N&W	Weslaco TX	Incoming CL	3	––	––	––
5/06	7:54A	956–289–6549	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/06	8:42A	956–929–8701	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/06	8:44A	956–929–8701	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/06	8:53A	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/06	9:16A	956–318–2615	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/06	9:50A	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	3	––	––	––
5/06	10:05A	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/06	10:57A	956–289–3040	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/06	11:42A	956–369–0908	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/06	12:54P	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/06	1:54P	956–971–5060	Peak	PlanAllow	Edinburg TX	McAllen TX	4	––	––	––
5/06	3:06P	956–425–6010	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/06	4:18P	956–534–5157	Peak	PlanAllow	Edinburg TX	McAllen TX	2	––	––	––
5/06	5:11P	956–971–5060	Peak	PlanAllow	Weslaco TX	Incoming CL	5	––	––	––
5/06	7:32P	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/07	6:54A	956–975–7000	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/07	8:13A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/07	8:48A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/07	9:05A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/07	10:19A	956–289–3857	Peak	M2MAllow	Edinburg TX	Edinburg TX	5	––	––	––
5/07	10:44A	956–975–7000	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––
5/07	11:25A	956–975–7000	Peak	PlanAllow	Pharr TX	Incoming CL	4	––	––	––
5/07	11:35A	956–289–3857	Peak	M2MAllow	Pharr TX	Incoming CL	3	––	––	––
5/07	12:03P	956–975–9227	Peak	PlanAllow	McAllen TX	Incoming CL	4	––	––	––
5/07	12:29P	956–207–0872	Peak	PlanAllow	McAllen TX	Incoming CL	4	––	––	––
5/07	12:56P	956–682–9331	Peak	PlanAllow	McAllen TX	McAllen TX	2	––	––	––
5/07	1:03P	956–975–7000	Peak	PlanAllow	McAllen TX	Incoming CL	2	––	––	––
5/07	1:10P	956–975–7000	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/07	1:39P	956–318–2600	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/07	1:47P	916–412–4574	Peak	PlanAllow	Edinburg TX	Rsvl Main CA	3	––	––	––
5/07	1:54P	956–457–7428	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/07	1:55P	956–720–1331	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/07	2:05P	916–412–4574	Peak	PlanAllow	Edinburg TX	Rsvl Main CA	1	––	––	––
5/07	2:10P	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
5/07	2:15P	956–720–1331	Peak	PlanAllow	Edinburg TX	Incoming CL	6	––	––	––
5/07	2:21P	956–383–3112	Peak	PlanAllow	Edinburg TX	Incoming CL	6	––	––	––
5/07	2:33P	956–227–5914	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
5/07	2:41P	956–975–7000	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/07	3:13P	956–720–1331	Peak	PlanAllow	Edinburg TX	Incoming CL	7	––	––	––
5/07	3:20P	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/07	3:28P	956–457–1080	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
5/07	4:38P	956–720–2165	Peak	PlanAllow	Mercedes TX	Edinburg TX	1	––	––	––
5/07	4:39P	956–720–2165	Peak	PlanAllow	Mercedes TX	Incoming CL	1	––	––	––
5/07	4:39P	956–720–2165	Peak	PlanAllow	Mercedes TX	Incoming CL	1	––	––	––
5/07	4:46P	956–457–1080	Peak	PlanAllow	Mercedes TX	Incoming CL	3	––	––	––
5/07	5:37P	956–451–5287	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/07	7:06P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/07	7:10P	956–289–6549	Peak	PlanAllow	Weslaco TX	Incoming CL	3	––	––	––
5/07	7:22P	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	2	––	––	––
5/07	7:29P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/08	8:01A	956–227–5914	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
5/08	8:24A	956–457–1080	Peak	PlanAllow	McAllen TX	Edinburg TX	1	––	––	––
5/08	9:31A	956–975–9227	Peak	PlanAllow	McAllen TX	Incoming CL	2	––	––	––
5/08	10:34A	956–975–9227	Peak	PlanAllow	McAllen TX	Incoming CL	2	––	––	––
5/08	11:32A	956–605–0760	Peak	PlanAllow	McAllen TX	Edinburg TX	4	––	––	––
5/08	12:09P	956–975–9227	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
5/08	12:24P	956–328–9129	Peak	PlanAllow	McAllen TX	McAllen TX	1	––	––	––
5/08	3:20P	956–289–6549	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
5/08	3:44P	956–354–9024	Peak	PlanAllow	San Juan TX	Pharr TX	2	––	––	––
5/08	3:50P	956–369–0908	Peak	PlanAllow	Donna TX	Incoming CL	8	––	––	––
5/08	4:50P	528–979–7231	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/08	5:33P	956–975–7000	Peak	PlanAllow	Donna TX	Incoming CL	2	––	––	––
5/08	6:57P	956–393–1848	Peak	M2MAllow	Donna TX	Incoming CL	1	––	––	––
5/08	7:04P	956–975–9227	Peak	PlanAllow	Donna TX	Incoming CL	1	––	––	––
5/08	7:08P	956–975–9227	Peak	PlanAllow	Donna TX	Weslaco TX	3	––	––	––
5/08	7:18P	956–279–8713	Peak	PlanAllow	Weslaco TX	Edinburg TX	1	––	––	––
5/08	7:18P	956–219–3916	Peak	PlanAllow	Weslaco TX	Edinburg TX	1	––	––	––
5/08	7:20P	956–219–3916	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/08	8:00P	956–219–3916	Peak	PlanAllow	Weslaco TX	Incoming CL	3	––	––	––
5/09	8:51A	956–318–2656	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
5/09	9:07A	956–246–8609	Peak	PlanAllow	McAllen TX	Incoming CL	3	––	––	––
5/09	11:58A	956–227–5914	Peak	PlanAllow	McAllen TX	McAllen TX	1	––	––	––
5/09	12:07P	956–227–5914	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
5/09	1:49P	956–720–1331	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
5/09	3:14P	956–289–6549	Peak	PlanAllow	McAllen TX	Edinburg TX	1	––	––	––
5/09	3:32P	956–457–1080	Peak	PlanAllow	McAllen TX	Edinburg TX	1	––	––	––
5/09	3:35P	956–969–4506	Peak	PlanAllow	McAllen TX	Weslaco TX	1	––	––	––
5/09	3:40P	956–682–9331	Peak	PlanAllow	McAllen TX	McAllen TX	1	––	––	––
5/09	3:41P	956–682–9331	Peak	PlanAllow	McAllen TX	McAllen TX	1	––	––	––
5/09	3:59P	956–463–2168	Peak	PlanAllow	Donna TX	Incoming CL	1	––	––	––
5/09	4:01P	956–463–2168	Peak	PlanAllow	Donna TX	Weslaco TX	1	––	––	––
5/09	5:35P	956–227–7024	Peak	M2MAllow	Weslaco TX	Incoming CL	1	––	––	––
5/09	5:49P	956–227–7024	Peak	M2MAllow	Weslaco TX	Incoming CL	2	––	––	––
5/09	6:13P	210–885–5054	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/09	6:40P	956–227–7024	Peak	M2MAllow	Weslaco TX	Incoming CL	2	––	––	––
5/09	6:59P	956–246–8609	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/09	7:00P	956–246–8609	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/09	7:01P	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	2	––	––	––
5/09	7:03P	956–246–8609	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/09	8:17P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	3	––	––	––
5/09	10:04P	956–605–0760	Off–Peak	N&W	Weslaco TX	Edinburg TX	1	––	––	––
5/10	7:52A	956–460–2217	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/10	8:01A	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/10	8:02A	956–496–5822	Peak	PlanAllow	Edinburg TX	Harlingen TX	1	––	––	––
5/10	8:05A	956–460–2217	Peak	PlanAllow	Edinburg TX	Pharr TX	2	––	––	––
5/10	8:07A	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/10	8:13A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/10	1:30P	956–867–9329	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
5/10	1:32P	956–867–2968	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
5/10	2:19P	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	4	––	––	––
5/10	2:23P	956–533–1415	Peak	PlanAllow	Edinburg TX	McAllen TX	6	––	––	––
5/10	2:29P	956–289–6549	Peak	PlanAllow	Edinburg TX	Edinburg TX	5	––	––	––
5/10	2:48P	956–445–3896	Peak	PlanAllow	Edinburg TX	Mission TX	1	––	––	––
5/10	2:51P	956–445–3896	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/10	2:53P	956–330–5083	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/10	3:18P	956–289–6549	Peak	PlanAllow	Edinburg TX	Edinburg TX	4	––	––	––
5/10	3:30P	956–975–9227	Peak	PlanAllow	Alamo TX	Incoming CL	4	––	––	––
5/10	3:41P	956–421–4444	Peak	PlanAllow	Weslaco TX	Incoming CL	4	––	––	––
5/10	3:45P	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/10	3:46P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/10	3:57P	956–279–8713	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/10	3:58P	956–227–7024	Peak	M2MAllow	Weslaco TX	McAllen TX	2	––	––	––
5/10	4:23P	956–227–7024	Peak	M2MAllow	Weslaco TX	Incoming CL	3	––	––	––
5/10	4:29P	956–227–7024	Peak	M2MAllow	Weslaco TX	Incoming CL	1	––	––	––
5/10	7:58P	956–463–2168	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/11	8:33A	956–650–2509	Off–Peak	N&W	Edinburg TX	Incoming CL	2	––	––	––
5/11	9:45A	956–975–9227	Off–Peak	N&W	Pharr TX	Incoming CL	1	––	––	––
5/11	11:11A	956–457–1080	Off–Peak	N&W	Weslaco TX	Edinburg TX	1	––	––	––
5/11	11:32A	956–457–1080	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
5/11	12:29P	956–975–9227	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
5/11	12:31P	956–246–8609	Off–Peak	N&W	Weslaco TX	Weslaco TX	2	––	––	––
5/11	1:02P	956–975–9227	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––
5/11	1:04P	956–975–9227	Off–Peak	N&W	Weslaco TX	Incoming CL	3	––	––	––
5/11	4:43P	956–647–5504	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––
5/11	4:44P	956–647–5501	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––
5/11	5:32P	956–463–2168	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
5/11	6:25P	956–975–7000	Off–Peak	N&W	Weslaco TX	Incoming CL	3	––	––	––
5/11	7:27P	956–975–9227	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
5/11	8:42P	956–532–0668	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
5/11	9:11P	956–532–0668	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
5/11	9:50P	956–975–9227	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
5/12	11:03A	956–975–7000	Off–Peak	N&W	Weslaco TX	Weslaco TX	3	––	––	––
5/13	8:33A	956–867–9329	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––
5/13	8:53A	956–982–5466	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/13	9:32A	956–534–5157	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––
5/13	10:58A	956–605–0760	Peak	PlanAllow	Edinburg TX	Edinburg TX	3	––	––	––
5/13	11:29A	956–402–4900	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/13	11:37A	956–784–3511	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/13	11:40A	956–402–4900	Peak	PlanAllow	Edinburg TX	Pharr TX	1	––	––	––
5/13	11:42A	956–402–4900	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/13	1:53P	956–457–1080	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/13	2:17P	956–665–7029	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/13	2:43P	956–457–1080	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/13	4:12P	956–289–3040	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/13	4:31P	956–346–0261	Peak	M2MAllow	Pharr TX	Incoming CL	2	––	––	––
5/13	4:33P	956–393–1848	Peak	M2MAllow	Pharr TX	Edinburg TX	1	––	––	––
5/13	4:34P	956–393–1848	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
5/13	4:40P	956–457–7428	Peak	PlanAllow	Donna TX	Incoming CL	2	––	––	––
5/13	7:05P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/14	8:37A	956–665–7029	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/14	9:36A	956–522–8905	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/14	9:58A	956–975–9227	Peak	PlanAllow	Edinburg TX	Weslaco TX	1	––	––	––
5/14	10:00A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/14	10:04A	936–447–6100	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/14	10:23A	956–432–9936	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––
5/14	11:06A	956–318–2656	Peak	PlanAllow	Pharr TX	Edinburg TX	1	––	––	––
5/14	11:07A	956–393–1848	Peak	M2MAllow	Pharr TX	Incoming CL	2	––	––	––
5/14	2:43P	956–212–3967	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/14	4:41P	956–929–0271	Peak	M2MAllow	Weslaco TX	Incoming CL	19	––	––	––
5/14	5:30P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/15	7:52A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––
5/15	11:56A	956–975–9227	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
5/15	11:56A	956–975–9227	Peak	PlanAllow	McAllen TX	Incoming CL	2	––	––	––
5/15	1:02P	956–328–9129	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
5/15	1:08P	956–289–6549	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/15	1:32P	312–800–9050	Peak	PlanAllow	Santa Rosa TX	Incoming CL	1	––	––	––
5/15	4:27P	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/15	6:26P	956–638–6460	Peak	M2MAllow	Weslaco TX	Incoming CL	3	––	––	––
5/15	9:07P	956–975–7000	Off–Peak	N&W	Weslaco TX	Incoming CL	6	––	––	––
5/16	9:13A	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/16	9:15A	956–318–2615	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/16	9:18A	956–393–1848	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/16	10:01A	956–638–6460	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/16	11:21A	956–289–6549	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/16	11:22A	956–289–6549	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/16	11:36A	956–318–2615	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/16	1:58P	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/16	2:01P	956–648–3493	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/16	3:17P	956–369–0908	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/16	3:53P	956–330–8052	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/16	4:06P	414–877–1394	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/16	4:10P	956–330–8052	Peak	PlanAllow	Edinburg TX	Incoming CL	13	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/16	6:46P	956–532–1091	Peak	M2MAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/16	7:02P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/17	7:56A	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	2	––	––	––
5/17	10:02A	956–686–0123	Peak	PlanAllow	Weslaco TX	McAllen TX	2	––	––	––
5/17	12:38P	419–366–3622	Peak	M2MAllow	Weslaco TX	Sandusky OH	4	––	––	––
5/17	12:42P	956–246–8609	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/17	12:43P	956–975–7000	Peak	PlanAllow	Weslaco TX	Weslaco TX	4	––	––	––
5/17	3:16P	956–686–0902	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/17	3:47P	956–246–8609	Peak	PlanAllow	Weslaco TX	Incoming CL	3	––	––	––
5/17	4:09P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/17	5:55P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/17	6:14P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/17	8:04P	956–292–3257	Peak	M2MAllow	Weslaco TX	Incoming CL	3	––	––	––
5/18	9:54A	956–975–9227	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
5/18	10:49A	956–227–5914	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
5/18	11:03A	956–227–5914	Off–Peak	N&W	Weslaco TX	McAllen TX	1	––	––	––
5/18	11:52A	956–472–3229	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
5/18	7:54P	956–463–2168	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
5/19	3:12P	956–346–0261	Off–Peak	N&W	Weslaco TX	Brownsvl TX	1	––	––	––
5/19	3:42P	956–975–9227	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––
5/20	8:37A	956–447–4200	Peak	PlanAllow	Weslaco TX	Weslaco TX	2	––	––	––
5/20	9:49A	956–460–8945	Peak	PlanAllow	Weslaco TX	Pharr TX	3	––	––	––
5/20	11:07A	956–457–9913	Peak	M2MAllow	Weslaco TX	Incoming CL	1	––	––	––
5/20	11:35A	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/20	1:46P	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	2	––	––	––
5/20	2:06P	956–648–3493	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/20	2:29P	877–206–0215	Peak	PlanAllow	Weslaco TX	Toll–Free CL	6	––	––	––
5/20	2:42P	956–246–8609	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/20	2:43P	956–246–8609	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/20	2:46P	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/20	2:47P	956–246–8609	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/20	2:48P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/20	2:53P	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/20	2:55P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/20	3:27P	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	2	––	––	––
5/20	3:31P	956–246–8609	Peak	PlanAllow	Weslaco TX	Weslaco TX	2	––	––	––
5/20	3:33P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/20	3:34P	956–246–4290	Peak	PlanAllow	Weslaco TX	Weslaco TX	9	––	––	––
5/20	3:43P	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/20	3:54P	866–797–6628	Peak	PlanAllow	Weslaco TX	Incoming CL	12	––	––	––
5/20	4:06P	956–246–4290	Peak	PlanAllow	Weslaco TX	Weslaco TX	7	––	––	––
5/20	4:13P	877–206–0215	Peak	PlanAllow	Weslaco TX	Toll–Free CL	18	––	––	––
5/20	4:44P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/20	4:48P	956–534–5157	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/20	4:50P	956–330–8052	Peak	PlanAllow	Weslaco TX	Incoming CL	11	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/20	5:38P	956–289–6549	Peak	PlanAllow	Weslaco TX	Incoming CL	4	––	––	––
5/20	5:41P	956–534–1540	Peak	PlanAllow,CallWait	Weslaco TX	Incoming CL	2	––	––	––
5/20	5:43P	956–289–6549	Peak	PlanAllow	Weslaco TX	Edinburg TX	4	––	––	––
5/20	6:09P	956–393–1848	Peak	M2MAllow	Weslaco TX	Incoming CL	2	––	––	––
5/20	6:57P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/20	8:28P	956–475–6735	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/21	7:17A	956–393–1848	Peak	M2MAllow	Weslaco TX	Edinburg TX	1	––	––	––
5/21	7:29A	956–328–9129	Peak	PlanAllow	San Juan TX	McAllen TX	1	––	––	––
5/21	7:36A	956–393–1848	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
5/21	7:51A	956–328–9129	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/21	8:23A	956–289–6549	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/21	9:39A	956–457–1080	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/21	9:41A	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/21	9:46A	956–984–9491	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/21	9:48A	956–457–1080	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/21	9:50A	866–932–0404	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/21	9:53A	956–638–1411	Peak	M2MAllow	Edinburg TX	McAllen TX	2	––	––	––
5/21	9:55A	956–318–2615	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/21	10:16A	956–975–9227	Peak	PlanAllow	Pharr TX	Incoming CL	3	––	––	––
5/21	10:20A	956–975–9227	Peak	PlanAllow	Pharr TX	Weslaco TX	1	––	––	––
5/21	10:29A	956–638–1411	Peak	M2MAllow	San Juan TX	McAllen TX	1	––	––	––
5/21	10:30A	956–346–0261	Peak	M2MAllow	Pharr TX	Brownsvl TX	1	––	––	––
5/21	10:37A	956–605–3860	Peak	PlanAllow	San Juan TX	Incoming CL	4	––	––	––
5/21	11:05A	956–975–9227	Peak	PlanAllow	San Juan TX	Incoming CL	2	––	––	––
5/21	12:14P	956–975–9227	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/21	12:17P	956–351–5247	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/21	1:21P	956–975–9227	Peak	PlanAllow	Pharr TX	Incoming CL	2	––	––	––
5/21	1:46P	956–328–9129	Peak	PlanAllow	San Juan TX	McAllen TX	2	––	––	––
5/21	1:57P	956–346–0261	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
5/21	2:00P	956–929–8701	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/21	2:04P	956–929–8701	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/21	2:06P	281–381–5470	Peak	M2MAllow	Edinburg TX	Houston TX	1	––	––	––
5/21	2:54P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	4	––	––	––
5/21	3:24P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/21	3:38P	956–821–2909	Peak	PlanAllow	Edinburg TX	Incoming CL	5	––	––	––
5/21	4:03P	956–457–4236	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/21	5:18P	956–463–2168	Peak	PlanAllow	Weslaco TX	Weslaco TX	3	––	––	––
5/21	6:53P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/21	8:20P	956–246–8609	Peak	PlanAllow	Weslaco TX	Incoming CL	9	––	––	––
5/21	9:18P	956–457–1080	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
5/22	7:43A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/22	8:13A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/22	8:47A	956–624–0604	Peak	PlanAllow	Edinburg TX	McAllen TX	2	––	––	––
5/22	9:13A	956–519–6182	Peak	PlanAllow	Edinburg TX	Mission TX	1	––	––	––
5/22	9:20A	956–624–0604	Peak	PlanAllow	Edinburg TX	Incoming CL	7	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/22	9:31A	956–624–0604	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/22	9:52A	956–975–9227	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
5/22	10:11A	956–289–0452	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
5/22	11:58A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/22	12:06P	956–975–9227	Peak	PlanAllow	Edinburg TX	Weslaco TX	2	––	––	––
5/22	12:30P	956–975–9227	Peak	PlanAllow	Mercedes TX	Weslaco TX	1	––	––	––
5/22	1:42P	956–318–2656	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/22	3:09P	956–292–6359	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/22	3:11P	956–227–7024	Peak	M2MAllow	Weslaco TX	McAllen TX	2	––	––	––
5/22	3:14P	956–292–6359	Peak	PlanAllow	Weslaco TX	Edinburg TX	1	––	––	––
5/22	3:27P	956–821–2909	Peak	PlanAllow	Weslaco TX	Incoming CL	4	––	––	––
5/22	3:32P	956–328–9129	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/22	3:53P	956–681–1200	Peak	PlanAllow	Weslaco TX	Incoming CL	6	––	––	––
5/22	4:13P	956–566–0388	Peak	M2MAllow	Weslaco TX	Incoming CL	2	––	––	––
5/22	4:19P	956–650–0291	Peak	M2MAllow	Weslaco TX	Incoming CL	2	––	––	––
5/22	4:20P	956–227–7024	Peak	M2MAllow,CallWait	Weslaco TX	Incoming CL	4	––	––	––
5/22	4:21P	956–650–5468	Peak	M2MAllow,CallWait	Weslaco TX	Incoming CL	3	––	––	––
5/22	4:25P	956–227–7024	Peak	M2MAllow	Weslaco TX	McAllen TX	6	––	––	––
5/22	4:33P	956–650–5468	Peak	M2MAllow	Weslaco TX	Incoming CL	2	––	––	––
5/22	4:58P	956–650–5468	Peak	M2MAllow	Weslaco TX	Incoming CL	2	––	––	––
5/22	6:24P	956–346–0261	Peak	M2MAllow	Weslaco TX	Incoming CL	2	––	––	––
5/22	6:55P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/22	6:57P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	3	––	––	––
5/23	8:11A	956–289–6549	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/23	8:34A	956–584–4335	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/23	8:50A	956–246–8609	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/23	9:15A	956–369–0542	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/23	9:35A	956–720–1331	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/23	9:37A	956–460–2217	Peak	PlanAllow	Edinburg TX	Pharr TX	2	––	––	––
5/23	10:42A	956–784–3510	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/23	11:58A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/23	12:01P	956–975–9227	Peak	PlanAllow	Edinburg TX	Weslaco TX	1	––	––	––
5/23	12:02P	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/23	12:30P	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/23	1:09P	956–720–2165	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/23	3:26P	956–328–9129	Peak	PlanAllow	Weslaco TX	Incoming CL	3	––	––	––
5/23	4:26P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	4	––	––	––
5/23	4:32P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/23	4:48P	956–534–1889	Peak	PlanAllow	Weslaco TX	Incoming CL	3	––	––	––
5/23	6:56P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/23	7:14P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	5	––	––	––
5/23	9:39P	956–328–9129	Off–Peak	N&W	Weslaco TX	McAllen TX	1	––	––	––
5/24	11:50A	956–246–8609	Peak	PlanAllow	Mercedes TX	Weslaco TX	4	––	––	––
5/24	11:54A	956–246–8609	Peak	PlanAllow	Mercedes TX	Incoming CL	1	––	––	––
5/24	1:00P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/24	1:32P	956–328–9129	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/24	5:39P	956–975–7000	Peak	PlanAllow	Weslaco TX	Incoming CL	16	––	––	––
5/24	5:58P	956–975–6397	Peak	PlanAllow	Weslaco TX	Incoming CL	4	––	––	––
5/24	6:52P	956–463–2168	Peak	PlanAllow	Weslaco TX	Weslaco TX	3	––	––	––
5/24	7:35P	956–463–2168	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/24	7:44P	956–355–7378	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/24	7:47P	956–355–7378	Peak	PlanAllow	Weslaco TX	Incoming CL	4	––	––	––
5/24	8:06P	956–463–2168	Peak	PlanAllow	Weslaco TX	Weslaco TX	2	––	––	––
5/24	8:19P	956–246–8609	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/25	3:46A	956–246–8609	Off–Peak	N&W	Weslaco TX	Incoming CL	3	––	––	––
5/25	7:08A	956–246–8609	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––
5/25	8:44A	956–975–9227	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
5/25	10:09A	956–289–3873	Off–Peak	N&W	San Benito TX	Incoming CL	1	––	––	––
5/25	11:17A	956–246–8609	Off–Peak	N&W	San Benito TX	Incoming CL	2	––	––	––
5/25	12:28P	956–975–7000	Off–Peak	N&W	San Benito TX	Incoming CL	1	––	––	––
5/25	3:30P	817–773–0402	Off–Peak	N&W	San Benito TX	Incoming CL	1	––	––	––
5/25	5:11P	956–362–7302	Off–Peak	N&W	San Benito TX	McAllen TX	1	––	––	––
5/25	5:27P	956–362–7302	Off–Peak	N&W	Harlingen TX	McAllen TX	5	––	––	––
5/25	5:48P	956–246–8609	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
5/26	9:17A	956–975–9227	Off–Peak	N&W	Pharr TX	Incoming CL	2	––	––	––
5/26	12:10P	956–975–7000	Off–Peak	N&W	Pharr TX	Weslaco TX	2	––	––	––
5/26	1:19P	956–975–9227	Off–Peak	N&W	Pharr TX	Weslaco TX	1	––	––	––
5/26	1:50P	956–975–7000	Off–Peak	N&W	Pharr TX	Incoming CL	1	––	––	––
5/26	3:16P	956–975–9227	Off–Peak	N&W	McAllen TX	Incoming CL	1	––	––	––
5/26	3:24P	956–975–9227	Off–Peak	N&W	McAllen TX	Weslaco TX	1	––	––	––
5/27	9:23A	956–565–3102	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/27	9:24A	956–393–1848	Peak	M2MAllow	Pharr TX	Edinburg TX	1	––	––	––
5/27	10:05A	956–565–3102	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/27	10:08A	956–975–9227	Peak	PlanAllow	Pharr TX	Incoming CL	2	––	––	––
5/27	12:23P	956–432–9936	Peak	PlanAllow	Weslaco TX	Incoming CL	3	––	––	––
5/27	12:48P	541–910–5067	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/27	3:05P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	3	––	––	––
5/27	3:42P	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/27	3:45P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/27	4:46P	956–463–4196	Peak	PlanAllow	Weslaco TX	Incoming CL	7	––	––	––
5/27	5:03P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/27	7:34P	956–463–4196	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/27	7:35P	956–463–4196	Peak	PlanAllow	Weslaco TX	Incoming CL	8	––	––	––
5/27	8:50P	956–457–1080	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
5/27	9:10P	956–975–7000	Off–Peak	N&W	Weslaco TX	Incoming CL	6	––	––	––
5/28	7:30A	956–975–7000	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/28	7:32A	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
5/28	8:01A	956–289–6549	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/28	8:06A	956–460–2217	Peak	PlanAllow	Edinburg TX	Pharr TX	1	––	––	––
5/28	8:07A	956–289–6549	Peak	PlanAllow	Pharr TX	Edinburg TX	4	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/28	8:16A	956–432–9936	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/28	9:03A	800–501–7759	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/28	9:25A	956–262–2272	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––
5/28	10:10A	956–720–1331	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/28	10:16A	956–720–1331	Peak	PlanAllow	Edinburg TX	Incoming CL	9	––	––	––
5/28	10:59A	956–432–9936	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
5/28	11:43A	956–463–4196	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/28	12:53P	956–975–9227	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/28	1:52P	956–496–5822	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/28	1:58P	956–463–4196	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/28	2:02P	956–358–7168	Peak	M2MAllow	Edinburg TX	Incoming CL	12	––	––	––
5/28	2:13P	956–463–4196	Peak	PlanAllow,CallWait	Edinburg TX	Incoming CL	3	––	––	––
5/28	2:39P	956–318–2313	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/28	3:40P	956–402–4900	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/28	8:00P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/28	9:14P	956–975–7000	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
5/29	8:33A	956–432–9936	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/29	10:18A	956–975–7000	Peak	PlanAllow	Edinburg TX	Weslaco TX	1	––	––	––
5/29	10:18A	956–975–7000	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/29	11:11A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/29	11:31A	956–239–0366	Peak	PlanAllow	Mercedes TX	Incoming CL	4	––	––	––
5/29	12:07P	419–366–3622	Peak	M2MAllow	Mercedes TX	Sandusky OH	3	––	––	––
5/29	3:31P	956–982–5466	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/29	4:01P	419–366–3622	Peak	M2MAllow	Weslaco TX	Sandusky OH	1	––	––	––
5/29	4:13P	419–366–3622	Peak	M2MAllow	Mercedes TX	Sandusky OH	2	––	––	––
5/29	4:17P	956–219–9560	Peak	PlanAllow	Mercedes TX	Incoming CL	11	––	––	––
5/29	6:34P	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/29	6:37P	956–975–9227	Peak	PlanAllow	Mercedes TX	Incoming CL	1	––	––	––
5/29	6:53P	956–496–4758	Peak	PlanAllow	Mercedes TX	Incoming CL	1	––	––	––
5/29	6:56P	956–975–9227	Peak	PlanAllow	Mercedes TX	Incoming CL	1	––	––	––
5/29	7:24P	956–975–5358	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/29	8:20P	956–393–1848	Peak	M2MAllow	Mercedes TX	Edinburg TX	1	––	––	––
5/29	8:27P	956–393–1848	Peak	M2MAllow	Weslaco TX	Incoming CL	1	––	––	––
5/29	8:29P	419–366–3622	Peak	M2MAllow	Weslaco TX	Sandusky OH	3	––	––	––
5/30	8:06A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/30	8:42A	956–650–0309	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/30	8:53A	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/30	9:01A	956–362–3121	Peak	PlanAllow	San Juan TX	Incoming CL	4	––	––	––
5/30	9:04A	956–975–9227	Peak	PlanAllow,CallWait	Alamo TX	Incoming CL	1	––	––	––
5/30	9:05A	956–975–9227	Peak	PlanAllow	Alamo TX	Weslaco TX	1	––	––	––
5/30	9:05A	956–432–9936	Peak	PlanAllow	Donna TX	Mission TX	1	––	––	––
5/30	9:06A	956–393–1848	Peak	M2MAllow	Donna TX	Edinburg TX	1	––	––	––
5/30	9:10A	956–532–1091	Peak	M2MAllow	Weslaco TX	Incoming CL	5	––	––	––
5/30	9:48A	956–318–2656	Peak	PlanAllow	Mercedes TX	Edinburg TX	2	––	––	––
5/30	11:05A	956–369–5576	Peak	PlanAllow	Mercedes TX	Incoming CL	2	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/30	11:07A	956–393–1848	Peak	M2MAllow	Weslaco TX	Edinburg TX	2	––	––	––
5/30	11:36A	956–369–5576	Peak	PlanAllow	Mercedes TX	Edinburg TX	1	––	––	––
5/30	11:54A	956–975–9227	Peak	PlanAllow	Mercedes TX	Incoming CL	2	––	––	––
5/30	12:26P	956–393–1848	Peak	M2MAllow	Weslaco TX	Edinburg TX	1	––	––	––
5/30	12:46P	956–351–1440	Peak	PlanAllow	Mercedes TX	Weslaco TX	3	––	––	––
5/30	1:52P	956–447–3781	Peak	PlanAllow	Mercedes TX	Weslaco TX	3	––	––	––
5/30	2:20P	956–393–1848	Peak	M2MAllow	Weslaco TX	Edinburg TX	5	––	––	––
5/30	3:10P	956–821–2909	Peak	PlanAllow	Mercedes TX	Incoming CL	2	––	––	––
5/30	4:03P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/30	4:48P	956–463–2168	Peak	PlanAllow	Mercedes TX	Incoming CL	2	––	––	––
5/30	6:14P	956–463–2168	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/30	6:16P	956–363–4951	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
5/30	6:43P	956–355–7378	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/30	7:01P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/30	7:47P	956–346–0261	Peak	M2MAllow	Weslaco TX	Incoming CL	4	––	––	––
5/31	9:11A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/31	10:50A	956–975–4574	Peak	PlanAllow	Edinburg TX	Weslaco TX	1	––	––	––
5/31	11:11A	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/31	11:43A	956–207–3864	Peak	PlanAllow	Edinburg TX	Edinburg TX	8	––	––	––
5/31	12:00P	956–975–7000	Peak	PlanAllow	Edinburg TX	Weslaco TX	2	––	––	––
5/31	12:01P	956–975–9227	Peak	PlanAllow,CallWait	Edinburg TX	Incoming CL	1	––	––	––
5/31	12:01P	956–457–1080	Peak	PlanAllow,CallWait	Edinburg TX	Incoming CL	2	––	––	––
5/31	12:11P	800–675–7984	Peak	PlanAllow	Alamo TX	Toll–Free CL	2	––	––	––
5/31	12:13P	800–675–7984	Peak	PlanAllow	Donna TX	Toll–Free CL	2	––	––	––
5/31	12:15P	800–675–7984	Peak	PlanAllow	Donna TX	Toll–Free CL	6	––	––	––
5/31	12:49P	877–213–7221	Peak	PlanAllow	Weslaco TX	Toll–Free CL	21	––	––	––
5/31	1:38P	210–892–0489	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
5/31	4:12P	956–975–9227	Peak	PlanAllow	Mercedes TX	Incoming CL	2	––	––	––
5/31	4:58P	956–975–9227	Peak	PlanAllow	Mercedes TX	Incoming CL	1	––	––	––
5/31	5:03P	956–292–3257	Peak	M2MAllow	Mercedes TX	Incoming CL	6	––	––	––
5/31	5:10P	956–975–9227	Peak	PlanAllow	Mercedes TX	Incoming CL	1	––	––	––
5/31	5:42P	956–975–4574	Peak	PlanAllow	Weslaco TX	Incoming CL	4	––	––	––
5/31	7:12P	956–346–0261	Peak	M2MAllow	Mercedes TX	Incoming CL	2	––	––	––
5/31	7:45P	956–975–7000	Peak	PlanAllow	Mercedes TX	Weslaco TX	1	––	––	––
5/31	7:55P	956–358–5829	Peak	M2MAllow	Mercedes TX	Incoming CL	1	––	––	––
5/31	7:55P	956–358–5829	Peak	M2MAllow	Mercedes TX	McAllen TX	1	––	––	––
5/31	7:58P	956–358–5829	Peak	M2MAllow	Mercedes TX	Incoming CL	2	––	––	––
6/01	1:21A	956–975–7000	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––
6/01	1:22A	956–975–7000	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/01	2:07A	956–225–8670	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/01	2:17A	956–975–7000	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––
6/01	2:35A	956–975–7000	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/01	8:12A	956–459–1290	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/01	10:24A	956–968–6207	Off–Peak	N&W	Mercedes TX	Weslaco TX	2	––	––	––
6/01	10:36A	586–596–4513	Off–Peak	N&W	Mercedes TX	Incoming CL	2	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/01	10:38A	956–393–1848	Off–Peak	N&W	Mercedes TX	Edinburg TX	2	––	––	––
6/01	10:55A	956–975–9227	Off–Peak	N&W	Mercedes TX	Weslaco TX	1	––	––	––
6/01	10:56A	956–975–9227	Off–Peak	N&W	Mercedes TX	Incoming CL	1	––	––	––
6/01	12:09P	956–289–6549	Off–Peak	N&W	Mercedes TX	Incoming CL	4	––	––	––
6/01	12:13P	956–975–9227	Off–Peak	N&W	Mercedes TX	Weslaco TX	3	––	––	––
6/01	12:17P	956–975–9227	Off–Peak	N&W	Mercedes TX	Incoming CL	1	––	––	––
6/01	12:23P	956–289–6549	Off–Peak	N&W	Mercedes TX	Incoming CL	3	––	––	––
6/01	12:31P	956–421–2900	Off–Peak	N&W	Mercedes TX	Harlingen TX	2	––	––	––
6/01	12:41P	956–668–9600	Off–Peak	N&W	Mercedes TX	McAllen TX	2	––	––	––
6/01	12:43P	956–292–3257	Off–Peak	N&W	LA Feria TX	Incoming CL	3	––	––	––
6/01	12:46P	800–463–3339	Off–Peak	N&W	Harlingen TX	Toll–Free CL	3	––	––	––
6/01	12:51P	956–499–8987	Off–Peak	N&W	Harlingen TX	Harlingen TX	2	––	––	––
6/01	12:54P	956–499–8987	Off–Peak	N&W	Harlingen TX	Incoming CL	2	––	––	––
6/01	1:14P	956–975–9227	Off–Peak	N&W	Harlingen TX	Incoming CL	2	––	––	––
6/01	1:18P	956–975–9227	Off–Peak	N&W	Harlingen TX	Incoming CL	2	––	––	––
6/01	1:22P	956–393–1848	Off–Peak	N&W	Harlingen TX	Edinburg TX	1	––	––	––
6/01	1:24P	956–393–1848	Off–Peak	N&W	Harlingen TX	Incoming CL	6	––	––	––
6/01	1:40P	956–975–9227	Off–Peak	N&W	Harlingen TX	Weslaco TX	4	––	––	––
6/01	1:53P	956–975–9227	Off–Peak	N&W	LA Feria TX	Incoming CL	2	––	––	––
6/01	2:07P	586–596–4513	Off–Peak	N&W	Mercedes TX	Incoming CL	3	––	––	––
6/01	2:10P	956–975–9227	Off–Peak	N&W	Mercedes TX	Incoming CL	1	––	––	––
6/01	2:11P	956–393–1848	Off–Peak	N&W	Mercedes TX	Edinburg TX	2	––	––	––
6/01	3:23P	956–393–1848	Off–Peak	N&W	Weslaco TX	Edinburg TX	2	––	––	––
6/01	3:34P	956–975–9227	Off–Peak	N&W	Weslaco TX	Weslaco TX	2	––	––	––
6/01	4:39P	956–975–9227	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––
6/01	7:55P	956–975–7000	Off–Peak	N&W	Weslaco TX	Weslaco TX	3	––	––	––
6/01	7:58P	956–393–1848	Off–Peak	N&W	Weslaco TX	Edinburg TX	1	––	––	––
6/01	7:59P	956–975–7000	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/01	9:11P	956–975–9227	Off–Peak	N&W	Mercedes TX	Incoming CL	1	––	––	––
6/01	9:12P	956–975–9227	Off–Peak	N&W	Mercedes TX	Weslaco TX	1	––	––	––

Summary for Marshal 4: 956–289–3857

Your Plan

Americas Ch Email & Data 1000
$96.14 monthly charge
1000 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Plan from 5/2 – 5/31
Data Roam USA/Canada

Email & Data Unlimited
Unlimited monthly kilobyte

Plan from 6/1 – 6/1
Data Roam USA/Canada B2B

Beginning on 04/08/13:
22% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

UNL Picture/Video MSG
Unlimited monthly Picture & Video

UNL Text Messaging
Unlimited monthly M2M Text
Unlimited monthly Text Message

Monthly Charges

Americas Ch Email & Data 1000	06/02 – 07/01	96.14
22% Access Discount	06/02 – 07/01	–21.15
		$74.99

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1000 (shared)	458	––	––
Mobile to Mobile	*minutes*	unlimited	146	––	––
Night/Weekend	*minutes*	unlimited	25	––	––
Total Voice					$.00
Messaging					
Text	*messages*	unlimited	25	––	––
Unlimited M2M Text	*messages*	unlimited	13	––	––
Picture & Video	*messages*	unlimited	21	––	––
Total Messaging					$.00
Data					
Kilobyte Usage	*kilobytes*	unlimited	152,627	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges	
Fed Universal Service Charge	2.16
	$2.16
Total Current Charges for 956–289–3857	**$77.15**

Have more questions about your charges?
Get details for usage charges at
vzw.com/mybusinessaccount.

Detail for Marshal 4: 956–289–3857

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/02	8:12A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/02	8:13A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/02	8:32A	956–463–6826	Peak	PlanAllow	Pharr TX	Incoming CL	4	––	––	––
5/02	9:56A	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/02	9:59A	956–463–6826	Peak	PlanAllow	Mission TX	Weslaco TX	3	––	––	––
5/02	10:02A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	6	––	––	––

Detail for Marshal 4: 956–289–3857

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/02	10:15A	956–289–3873	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/02	10:42A	956–686–2813	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/02	11:50A	956–463–6826	Peak	PlanAllow	Mission TX	Weslaco TX	11	––	––	––
5/02	12:01P	956–289–3873	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/02	2:47P	956–607–3250	Peak	M2MAllow	Mission TX	Incoming CL	2	––	––	––
5/02	3:28P	956–383–7228	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/02	4:02P	956–532–0524	Peak	M2MAllow	Mission TX	Weslaco TX	1	––	––	––
5/02	4:46P	956–532–0524	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
5/02	4:48P	956–532–0524	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
5/02	5:03P	956–532–0524	Peak	M2MAllow	Mission TX	Incoming CL	2	––	––	––
5/02	5:09P	956–532–0524	Peak	M2MAllow	Mission TX	Weslaco TX	1	––	––	––
5/02	5:12P	956–532–0524	Peak	M2MAllow	Mission TX	Weslaco TX	1	––	––	––
5/02	5:14P	956–532–0524	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
5/02	5:27P	956–532–0524	Peak	M2MAllow	Mission TX	Weslaco TX	2	––	––	––
5/02	6:23P	956–532–0524	Peak	M2MAllow	Mission TX	Weslaco TX	3	––	––	––
5/02	7:54P	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/02	7:55P	956–289–3873	Peak	M2MAllow,CallWait	Edinburg TX	Incoming CL	1	––	––	––
5/02	7:55P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/02	7:56P	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/02	8:07P	956–239–1180	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/03	8:02A	956–475–6735	Peak	PlanAllow	Mission TX	Pharr TX	1	––	––	––
5/03	8:05A	956–289–3873	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/03	8:18A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	2	––	––	––
5/03	8:27A	956–289–3873	Peak	M2MAllow	Mission TX	Incoming CL	4	––	––	––
5/03	8:33A	956–475–6735	Peak	PlanAllow	Mission TX	Pharr TX	2	––	––	––
5/03	8:33A	956–475–6735	Peak	PlanAllow,CallWait	Mission TX	Incoming CL	1	––	––	––
5/03	8:34A	956–475–6735	Peak	PlanAllow,CallWait	Mission TX	Pharr TX	1	––	––	––
5/03	8:35A	956–475–6735	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/03	8:37A	956–289–3873	Peak	M2MAllow	Mission TX	Edinburg TX	2	––	––	––
5/03	8:54A	956–457–1080	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/03	10:47A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	3	––	––	––
5/03	10:50A	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/03	10:54A	956–624–6011	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/03	10:58A	956–630–2891	Peak	PlanAllow	Mission TX	McAllen TX	10	––	––	––
5/03	11:07A	956–475–6735	Peak	PlanAllow	Pharr TX	Pharr TX	1	––	––	––
5/03	2:20P	956–624–6011	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/03	4:45P	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/03	5:44P	956–325–4178	Peak	M2MAllow	San Juan TX	Incoming CL	2	––	––	––
5/03	6:01P	956–588–1261	Peak	M2MAllow	San Juan TX	Pharr TX	1	––	––	––
5/03	6:04P	956–325–4178	Peak	M2MAllow	San Juan TX	Incoming CL	2	––	––	––
5/03	8:13P	956–383–8114	Peak	PlanAllow	Pharr TX	Incoming CL	2	––	––	––
5/03	10:13P	956–325–4178	Off–Peak	N&W	Mission TX	Pharr TX	1	––	––	––
5/04	10:59A	956–289–7707	Off–Peak	N&W	San Juan TX	Incoming CL	3	––	––	––
5/04	11:05A	956–607–4073	Off–Peak	N&W	San Juan TX	Edinburg TX	5	––	––	––
5/04	10:46P	956–262–4721	Off–Peak	N&W	Pharr TX	Incoming CL	2	––	––	––

Detail for Marshal 4: 956–289–3857

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/04	10:55P	956–314–3734	Off–Peak	N&W	Pharr TX	Weslaco TX	2	––	––	––
5/04	11:43P	956–314–3734	Off–Peak	N&W	Edcouch TX	Weslaco TX	1	––	––	––
5/06	3:17A	956–383–8114	Off–Peak	N&W	Pharr TX	Incoming CL	8	––	––	––
5/06	8:48A	956–318–2656	Peak	PlanAllow	Pharr TX	Edinburg TX	2	––	––	––
5/06	9:11A	956–318–2656	Peak	PlanAllow	Pharr TX	Incoming CL	5	––	––	––
5/06	9:22A	956–318–2656	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/06	10:05A	956–239–1180	Peak	M2MAllow	Pharr TX	Edinburg TX	2	––	––	––
5/06	11:25A	956–463–6826	Peak	PlanAllow	Pharr TX	Incoming CL	2	––	––	––
5/06	12:15P	956–665–7233	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/06	3:33P	956–686–0366	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
5/07	8:51A	866–519–1263	Peak	PlanAllow	Edinburg TX	Toll–Free CL	10	––	––	––
5/07	10:15A	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/07	10:19A	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	5	––	––	––
5/07	10:32A	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	4	––	––	––
5/07	10:59A	956–213–1252	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/07	11:10A	956–994–1828	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/07	11:31A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/07	11:32A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/07	11:35A	956–239–1180	Peak	M2MAllow	Edinburg TX	Edinburg TX	3	––	––	––
5/07	11:37A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	3	––	––	––
5/07	1:58P	956–325–6899	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/07	2:10P	956–239–1180	Peak	M2MAllow	Edinburg TX	Edinburg TX	3	––	––	––
5/07	3:01P	956–380–4473	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/07	3:58P	956–686–2813	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/08	8:51A	956–463–6826	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/08	8:52A	956–463–6826	Peak	PlanAllow	Edinburg TX	Weslaco TX	2	––	––	––
5/08	8:54A	956–537–1732	Peak	PlanAllow	Edinburg TX	McAllen TX	2	––	––	––
5/08	8:55A	956–463–6826	Peak	PlanAllow	Edinburg TX	Weslaco TX	3	––	––	––
5/08	9:02A	956–463–6826	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/08	12:18P	Unavailable	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/08	12:19P	956–451–5287	Peak	PlanAllow	Edinburg TX	McAllen TX	2	––	––	––
5/08	12:26P	956–451–5287	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/08	1:26P	956–463–6826	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/09	8:37A	956–328–7027	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
5/09	8:59A	956–463–6826	Peak	PlanAllow	Edinburg TX	Weslaco TX	1	––	––	––
5/09	10:04A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/09	11:15A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/09	1:34P	956–358–4312	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
5/09	5:29P	612–808–8171	Peak	PlanAllow	Alamo TX	Incoming CL	1	––	––	––
5/10	8:01A	956–239–1180	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/10	8:07A	956–239–1180	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/10	8:16A	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/10	8:21A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/10	8:21A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/10	8:27A	956–493–8595	Peak	PlanAllow	Edinburg TX	Incoming CL	5	––	––	––

Detail for Marshal 4: 956–289–3857

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/10	11:10A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/10	11:12A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/10	1:32P	956–289–7806	Peak	PlanAllow	Edinburg TX	Incoming CL	7	––	––	––
5/13	8:18A	956–537–1732	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/13	8:37A	956–239–1180	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/13	8:38A	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/13	11:29A	956–318–2319	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/13	11:35A	956–975–6444	Peak	M2MAllow	Edinburg TX	Incoming CL	5	––	––	––
5/14	9:56A	956–289–6289	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/15	3:11P	956–956–3815	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/16	8:27A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/16	8:28A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/16	8:40A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/16	8:44A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/16	9:13A	956–383–0112	Peak	PlanAllow	Alamo TX	Incoming CL	2	––	––	––
5/16	9:15A	956–318–2656	Peak	PlanAllow	Alamo TX	Edinburg TX	4	––	––	––
5/16	9:24A	956–383–0112	Peak	PlanAllow	Edinburg TX	Edinburg TX	4	––	––	––
5/16	9:27A	713–471–2104	Peak	PlanAllow	Edinburg TX	Houston TX	1	––	––	––
5/16	9:29A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/16	9:29A	956–381–9811	Peak	PlanAllow	Edinburg TX	Incoming CL	5	––	––	––
5/16	9:35A	956–266–1423	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/16	9:53A	956–782–6482	Peak	PlanAllow	Edinburg TX	Pharr TX	2	––	––	––
5/16	9:54A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	4	––	––	––
5/16	9:59A	956–381–9811	Peak	PlanAllow	Edinburg TX	Edinburg TX	3	––	––	––
5/16	10:08A	956–266–1423	Peak	PlanAllow	Faysville TX	Brownsvl TX	1	––	––	––
5/16	10:22A	956–289–8031	Peak	PlanAllow	Faysville TX	Incoming CL	1	––	––	––
5/16	10:25A	956–463–6826	Peak	PlanAllow	Faysville TX	Incoming CL	2	––	––	––
5/16	10:30A	956–289–8031	Peak	PlanAllow	Faysville TX	Edinburg TX	2	––	––	––
5/16	10:32A	956–289–8031	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/16	10:35A	956–289–8031	Peak	PlanAllow	Faysville TX	Edinburg TX	2	––	––	––
5/16	10:39A	956–289–8031	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/16	10:45A	956–289–8031	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/16	10:51A	956–457–1649	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/16	11:14A	956–383–8114	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/16	11:30A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/16	11:42A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	13	––	––	––
5/16	1:23P	972–532–5003	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/16	1:24P	956–318–2840	Peak	PlanAllow	Pharr TX	Edinburg TX	3	––	––	––
5/16	1:27P	713–471–2104	Peak	PlanAllow	Pharr TX	Incoming CL	2	––	––	––
5/16	2:25P	956–289–3873	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
5/16	3:46P	956–289–3873	Peak	M2MAllow	San Juan TX	Edinburg TX	1	––	––	––
5/16	3:53P	956–289–6289	Peak	PlanAllow	San Juan TX	Incoming CL	2	––	––	––
5/16	4:09P	956–867–0233	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/16	5:07P	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/17	9:13A	956–624–6011	Peak	PlanAllow	Alamo TX	McAllen TX	2	––	––	––

Detail for Marshal 4: 956–289–3857

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/17	9:18A	956–318–2656	Peak	PlanAllow	Alamo TX	Edinburg TX	2	––	––	––
5/17	9:21A	956–318–2656	Peak	PlanAllow	Alamo TX	Incoming CL	2	––	––	––
5/17	9:27A	956–624–6011	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/17	9:29A	713–471–2104	Peak	PlanAllow	Alamo TX	Incoming CL	1	––	––	––
5/17	9:41A	713–471–2104	Peak	PlanAllow	Alamo TX	Incoming CL	1	––	––	––
5/17	10:04A	956–358–4312	Peak	M2MAllow	San Juan TX	Incoming CL	3	––	––	––
5/17	10:30A	956–318–2656	Peak	PlanAllow	Pharr TX	Edinburg TX	1	––	––	––
5/20	8:59A	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/20	9:32A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/20	9:42A	956–457–1649	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/20	9:47A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/20	11:29A	956–566–9656	Peak	M2MAllow	Edinburg TX	McAllen TX	3	––	––	––
5/20	11:40A	956–566–9656	Peak	M2MAllow	Edinburg TX	McAllen TX	2	––	––	––
5/20	12:08P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/20	12:16P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	3	––	––	––
5/20	12:37P	956–566–9656	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/20	1:27P	956–457–1649	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/20	1:29P	956–457–1649	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/20	1:31P	956–457–1649	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/20	2:14P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
5/20	2:18P	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/20	2:22P	956–393–1848	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/20	2:37P	956–289–6289	Peak	PlanAllow	McAllen TX	Incoming CL	3	––	––	––
5/20	3:43P	956–289–3873	Peak	M2MAllow	Mission TX	Edinburg TX	2	––	––	––
5/20	6:51P	956–383–8114	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/20	6:58P	956–472–5681	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/20	7:46P	956–393–1848	Peak	M2MAllow	Weslaco TX	Edinburg TX	2	––	––	––
5/20	9:17P	956–325–4178	Off–Peak	N&W	Pharr TX	Incoming CL	1	––	––	––
5/21	7:37A	956–289–3873	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
5/21	8:26A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/21	8:44A	956–358–4312	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/21	11:08A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/21	1:24P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
5/21	1:58P	956–655–1852	Peak	PlanAllow	McAllen TX	Incoming CL	2	––	––	––
5/21	2:54P	956–685–0390	Peak	PlanAllow	Mission TX	Incoming CL	4	––	––	––
5/21	3:01P	956–289–6289	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
5/21	3:10P	956–570–1361	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
5/21	3:39P	956–570–1361	Peak	PlanAllow	Edinburg TX	McAllen TX	2	––	––	––
5/22	7:44A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/22	8:00A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/22	8:13A	956–318–2570	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/22	8:15A	956–463–6826	Peak	PlanAllow	Edinburg TX	Weslaco TX	7	––	––	––
5/22	2:25P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/22	3:08P	956–463–6826	Peak	PlanAllow	Edinburg TX	Weslaco TX	3	––	––	––
5/22	3:14P	956–534–5459	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––

Detail for Marshal 4: 956–289–3857

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/22	3:26P	956–624–6011	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/22	4:10P	956–445–5213	Peak	PlanAllow	Edinburg TX	Incoming CL	9	––	––	––
5/22	7:56P	956–537–1732	Peak	PlanAllow	Pharr TX	Incoming CL	2	––	––	––
5/23	7:15A	214–763–9375	Peak	PlanAllow	San Juan TX	Grandprari TX	3	––	––	––
5/23	7:19A	956–585–4855	Peak	PlanAllow	Alamo TX	Mission TX	3	––	––	––
5/23	8:03A	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/23	8:04A	956–463–6826	Peak	PlanAllow,CallWait	Mission TX	Incoming CL	1	––	––	––
5/23	8:07A	956–225–3361	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/23	8:13A	214–763–9375	Peak	PlanAllow	Mission TX	Grandprari TX	4	––	––	––
5/23	8:17A	956–605–9652	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
5/23	8:19A	956–537–1732	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/23	8:23A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
5/23	8:27A	956–225–3361	Peak	PlanAllow	Mission TX	McAllen TX	2	––	––	––
5/23	9:09A	956–383–7691	Peak	PlanAllow	Edinburg TX	Edinburg TX	4	––	––	––
5/23	9:21A	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/23	10:01A	956–867–6355	Peak	PlanAllow	San Juan TX	Incoming CL	1	––	––	––
5/23	10:36A	956–460–8945	Peak	PlanAllow	Edinburg TX	Incoming CL	5	––	––	––
5/23	10:51A	956–289–6289	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/23	11:28A	956–369–2405	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/23	12:03P	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/23	1:23P	956–240–4513	Peak	PlanAllow	Edinburg TX	Mission TX	2	––	––	––
5/23	1:31P	956–240–4513	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/23	1:32P	956–463–6826	Peak	PlanAllow	Edinburg TX	Weslaco TX	1	––	––	––
5/23	2:01P	956–569–6633	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/24	5:44A	956–393–1848	Off–Peak	N&W	Pharr TX	Incoming CL	1	––	––	––
5/24	6:06A	956–383–8114	Peak	PlanAllow	Pharr TX	Edinburg TX	2	––	––	––
5/24	8:09A	956–240–4513	Peak	PlanAllow	Pharr TX	Incoming CL	2	––	––	––
5/24	8:33A	956–289–3873	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
5/24	9:30A	956–289–6289	Peak	PlanAllow	Edinburg TX	Edinburg TX	3	––	––	––
5/24	9:37A	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/24	9:39A	956–240–4513	Peak	PlanAllow	Edinburg TX	Mission TX	1	––	––	––
5/24	10:04A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/24	10:11A	956–686–2473	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/24	10:45A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/24	11:13A	956–569–3067	Peak	PlanAllow	McAllen TX	Incoming CL	3	––	––	––
5/24	11:30A	956–289–3873	Peak	M2MAllow	Mission TX	Edinburg TX	2	––	––	––
5/24	11:54A	956–289–3873	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/24	12:02P	956–289–3873	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
5/24	12:03P	956–289–3873	Peak	M2MAllow	Mission TX	Incoming CL	3	––	––	––
5/24	1:11P	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/24	2:25P	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/24	3:01P	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
5/24	3:02P	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	7	––	––	––
5/24	3:55P	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/28	7:20A	956–325–4178	Peak	M2MAllow	Alamo TX	Incoming CL	1	––	––	––

Detail for Marshal 4: 956–289–3857

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/28	10:41A	956–793–9535	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/28	11:42A	817–598–6347	Peak	PlanAllow	Edinburg TX	Weatherfd TX	4	––	––	––
5/28	1:51P	956–318–2646	Peak	PlanAllow	Edinburg TX	Incoming CL	13	––	––	––
5/28	2:34P	956–463–6826	Peak	PlanAllow	Edinburg TX	Weslaco TX	9	––	––	––
5/28	4:05P	956–463–6826	Peak	PlanAllow	Edinburg TX	Incoming CL	16	––	––	––
5/28	4:27P	956–872–8311	Peak	PlanAllow	Edinburg TX	McAllen TX	3	––	––	––
5/28	4:30P	956–872–8311	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
5/28	4:31P	956–872–8311	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
5/29	1:19P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	3	––	––	––
5/29	2:02P	956–975–6444	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/29	3:49P	210–363–3077	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/29	5:39P	956–325–4178	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
5/29	5:51P	956–650–2062	Peak	PlanAllow	Pharr TX	Weslaco TX	1	––	––	––
5/29	6:57P	956–650–2062	Peak	PlanAllow	Pharr TX	Incoming CL	3	––	––	––
5/30	8:06A	956–739–4088	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/30	9:38A	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	4	––	––	––
5/30	10:27A	956–573–2052	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/30	10:28A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/30	10:30A	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/30	11:05A	956–573–2052	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/30	1:27P	956–318–2656	Peak	PlanAllow	Pharr TX	Incoming CL	4	––	––	––
5/30	1:40P	956–318–2656	Peak	PlanAllow	McAllen TX	Incoming CL	2	––	––	––
5/30	3:23P	956–289–3873	Peak	M2MAllow	McAllen TX	Edinburg TX	1	––	––	––
5/30	3:46P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/30	4:05P	817–598–6347	Peak	PlanAllow	Edinburg TX	Weatherfd TX	4	––	––	––
5/30	4:10P	956–207–5237	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/30	5:11P	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/31	8:13A	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/31	8:27A	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/31	8:29A	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/31	9:53A	956–739–4088	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
5/31	10:11A	956–369–2405	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/31	10:13A	956–369–2405	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/31	11:03A	956–292–3587	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/31	11:17A	956–457–4358	Peak	PlanAllow	Edinburg TX	Incoming CL	8	––	––	––
5/31	11:27A	956–318–2656	Peak	PlanAllow	Faysville TX	Incoming CL	1	––	––	––
5/31	11:29A	956–874–5065	Peak	PlanAllow	Faysville TX	Incoming CL	1	––	––	––
5/31	11:35A	956–874–5065	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/31	11:37A	956–318–2656	Peak	PlanAllow	Faysville TX	Edinburg TX	1	––	––	––
5/31	11:37A	956–318–2656	Peak	PlanAllow	Faysville TX	Edinburg TX	1	––	––	––
5/31	11:37A	956–566–9656	Peak	M2MAllow	Faysville TX	Incoming CL	5	––	––	––
5/31	11:43A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/31	3:52P	Unavailable	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––

Detail for Marshal 4: 956–289–3857

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/31	4:58P	956–325–4178	Peak	M2MAllow	Edinburg TX	Incoming CL	4	––	––	––
5/31	5:59P	956–968–8596	Peak	PlanAllow	Pharr TX	Incoming CL	2	––	––	––
6/01	6:48A	956–262–4721	Off–Peak	N&W	Pharr TX	Incoming CL	1	––	––	––

Summary for Marshal 5: 956–289–3873

Your Plan

Americas Ch Email & Data 1000
$96.14 monthly charge
1000 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Plan from 5/2 – 5/31
Data Roam USA/Canada

Email & Data Unlimited
Unlimited monthly kilobyte

Plan from 6/1 – 6/1
Data Roam USA/Canada B2B

Beginning on 04/08/13:
22% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

UNL Picture/Video MSG
Unlimited monthly Picture & Video

UNL Text Messaging
Unlimited monthly M2M Text
Unlimited monthly Text Message

Monthly Charges

Americas Ch Email & Data 1000	06/02 – 07/01	96.14
22% Access Discount	06/02 – 07/01	–21.15
		$74.99

Usage and Purchase Charges

Voice		**Allowance**	**Used**	**Billable**	**Cost**
SharePlan	*minutes*	1000 (shared)	490	––	––
Mobile to Mobile	*minutes*	unlimited	160	––	––
Night/Weekend	*minutes*	unlimited	15	––	––
Total Voice					$.00
Messaging					
Text	*messages*	unlimited	41	––	––
Picture & Video	*messages*	unlimited	19	––	––
Total Messaging					$.00
Data					
Unbilled Usage from Previous Months					
Kilobyte Usage	*kilobytes*		36	––	––
Current Data Usage					
Kilobyte Usage	*kilobytes*	unlimited	254,111	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges	
Fed Universal Service Charge	2.16
	$2.16
Total Current Charges for 956–289–3873	**$77.15**

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Detail for Marshal 5: 956–289–3873

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/02	8:10A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/02	8:40A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/02	10:15A	956–289–3857	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
5/02	10:46A	956–432–0370	Peak	PlanAllow	Mission TX	Mission TX	3	––	––	––
5/02	11:16A	956–624–3905	Peak	PlanAllow	Mission TX	McAllen TX	3	––	––	––
5/02	12:01P	956–289–3857	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––

Detail for Marshal 5: 956–289–3873

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/02	2:25P	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/02	2:55P	956–827–5876	Peak	PlanAllow	Mission TX	McAllen TX	4	––	––	––
5/02	4:03P	956–451–1595	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/02	4:03P	956–451–1595	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/02	4:04P	956–451–1595	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/02	4:05P	956–451–1595	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/02	7:54P	956–289–3857	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/02	7:55P	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/03	8:27A	956–289–3857	Peak	M2MAllow	Mission TX	Edinburg TX	4	––	––	––
5/03	8:37A	956–289–3857	Peak	M2MAllow	Mission TX	Incoming CL	2	––	––	––
5/03	8:59A	956–890–3767	Peak	PlanAllow	Mission TX	Mission TX	3	––	––	––
5/03	9:02A	956–581–3345	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
5/03	9:12A	956–581–3345	Peak	PlanAllow	Mission TX	Mission TX	7	––	––	––
5/03	9:32A	956–600–5990	Peak	PlanAllow	Pharr TX	Incoming CL	2	––	––	––
5/03	10:04A	956–205–8911	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/03	11:36A	956–400–2177	Peak	PlanAllow	Edinburg TX	Incoming CL	6	––	––	––
5/03	11:45A	956–400–2177	Peak	PlanAllow	Edinburg TX	Mission TX	2	––	––	––
5/06	8:57A	956–222–1613	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/06	9:11A	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
5/06	9:16A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/06	9:16A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/06	9:17A	956–240–3597	Peak	PlanAllow	Edinburg TX	Mission TX	3	––	––	––
5/06	9:20A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/06	9:49A	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/06	10:17A	956–205–8911	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/06	11:35A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/06	8:11P	956–225–3361	Peak	PlanAllow	Alamo TX	McAllen TX	1	––	––	––
5/06	8:12P	956–225–3361	Peak	PlanAllow	San Juan TX	McAllen TX	1	––	––	––
5/07	8:27A	956–600–5990	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
5/07	8:37A	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/07	9:06A	956–271–7552	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
5/07	9:14A	956–205–8911	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/07	10:12A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	2	––	––	––
5/07	10:13A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
5/07	10:14A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
5/07	10:15A	956–289–3857	Peak	M2MAllow	Mission TX	Edinburg TX	2	––	––	––
5/07	10:32A	956–289–3857	Peak	M2MAllow	Mission TX	Edinburg TX	4	––	––	––
5/07	10:53A	956–624–0302	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
5/07	11:11A	956–624–0302	Peak	PlanAllow	Mission TX	McAllen TX	2	––	––	––
5/07	11:29A	956–867–2796	Peak	PlanAllow	Edinburg TX	McAllen TX	2	––	––	––
5/07	11:36A	956–624–0302	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/07	11:37A	956–890–3767	Peak	PlanAllow,CallWait	Mission TX	Incoming CL	2	––	––	––
5/07	11:39A	956–720–9459	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
5/07	11:46A	512–287–0068	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/07	11:55A	956–432–2780	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––

Detail for Marshal 5: 956–289–3873

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/07	2:08P	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/07	2:13P	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	2	––	––	––
5/07	2:42P	956–207–6070	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
5/07	3:05P	956–522–8905	Peak	M2MAllow	Mission TX	McAllen TX	9	––	––	––
5/07	3:16P	956–867–2152	Peak	PlanAllow	Mission TX	McAllen TX	2	––	––	––
5/07	4:01P	956–400–5555	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
5/07	4:29P	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	2	––	––	––
5/08	7:58A	956–227–7024	Peak	M2MAllow	San Juan TX	Incoming CL	2	––	––	––
5/08	8:10A	956–227–7024	Peak	M2MAllow	McAllen TX	McAllen TX	1	––	––	––
5/08	1:28P	956–682–6005	Peak	PlanAllow	McAllen TX	McAllen TX	4	––	––	––
5/08	4:52P	956–661–4000	Peak	PlanAllow	Edinburg TX	McAllen TX	2	––	––	––
5/09	3:22P	956–227–7024	Peak	M2MAllow	San Juan TX	McAllen TX	1	––	––	––
5/09	3:24P	956–227–7024	Peak	M2MAllow	San Juan TX	Incoming CL	1	––	––	––
5/09	4:32P	214–763–9375	Peak	PlanAllow	Edinburg TX	Grandprari TX	16	––	––	––
5/09	5:36P	956–227–7024	Peak	M2MAllow	McAllen TX	Incoming CL	2	––	––	––
5/09	5:38P	956–227–7024	Peak	M2MAllow	McAllen TX	McAllen TX	1	––	––	––
5/09	6:01P	956–631–3235	Peak	PlanAllow	Mission TX	McAllen TX	2	––	––	––
5/09	6:05P	956–227–7024	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
5/09	8:08P	956–227–7024	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
5/10	10:02A	512–834–6648	Peak	PlanAllow	Edinburg TX	Austin TX	2	––	––	––
5/10	1:40P	956–463–4590	Peak	PlanAllow	Edinburg TX	Weslaco TX	1	––	––	––
5/10	4:02P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/10	4:06P	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
5/10	4:07P	956–381–1898	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/10	4:09P	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	2	––	––	––
5/10	4:21P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/10	4:26P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/10	4:27P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/11	3:46A	956–223–7488	Off–Peak	N&W	San Juan TX	Incoming CL	2	––	––	––
5/11	6:16P	956–648–9119	Off–Peak	N&W	Pharr TX	Incoming CL	2	––	––	––
5/13	8:06A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	2	––	––	––
5/13	8:12A	956–400–5026	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/13	8:17A	956–205–7045	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/13	8:20A	956–562–4157	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/13	8:21A	956–562–4157	Peak	PlanAllow	Mission TX	McAllen TX	2	––	––	––
5/13	8:23A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	2	––	––	––
5/13	9:14A	956–400–5788	Peak	PlanAllow	Mission TX	Mission TX	3	––	––	––
5/13	9:32A	956–522–5158	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/13	9:33A	956–522–5158	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/13	9:41A	956–522–5158	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/13	9:42A	956–522–5158	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/13	10:02A	616–422–6756	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/13	10:11A	956–400–6903	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/13	10:34A	956–400–6903	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
5/13	10:36A	956–890–0827	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––

Detail for Marshal 5: 956–289–3873

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/13	10:40A	956–400–5026	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/13	10:43A	956–400–5026	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
5/13	11:01A	956–342–7494	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/13	11:06A	956–400–6435	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
5/13	11:14A	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/13	1:30P	956–240–3597	Peak	PlanAllow	San Juan TX	Incoming CL	2	––	––	––
5/13	1:44P	956–562–4157	Peak	PlanAllow	San Juan TX	Incoming CL	1	––	––	––
5/13	2:12P	956–562–4157	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/13	2:44P	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/13	2:45P	956–240–3597	Peak	PlanAllow	Mission TX	Mission TX	3	––	––	––
5/13	6:43P	956–975–1615	Peak	PlanAllow	San Juan TX	Incoming CL	1	––	––	––
5/13	6:44P	956–227–7024	Peak	M2MAllow	San Juan TX	McAllen TX	2	––	––	––
5/14	10:43A	956–562–4157	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/14	10:48A	956–890–3767	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/14	11:14A	956–890–3767	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
5/14	11:31A	956–318–2656	Peak	PlanAllow	McAllen TX	Edinburg TX	2	––	––	––
5/14	11:33A	956–400–6435	Peak	PlanAllow	Edinburg TX	Mission TX	1	––	––	––
5/14	11:35A	956–240–3597	Peak	PlanAllow	Edinburg TX	Mission TX	1	––	––	––
5/14	11:40A	956–400–6435	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/14	2:40P	956–585–4855	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
5/14	2:47P	956–485–2828	Peak	PlanAllow	Mission TX	Sullivancy TX	2	––	––	––
5/14	2:58P	956–458–3447	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
5/14	4:37P	956–313–7977	Peak	PlanAllow	Mission TX	McAllen TX	2	––	––	––
5/14	10:44P	956–388–6000	Off–Peak	N&W	Edinburg TX	Edinburg TX	2	––	––	––
5/16	8:34A	956–400–4516	Peak	PlanAllow	Alamo TX	Incoming CL	2	––	––	––
5/16	9:58A	956–600–2798	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
5/16	10:21A	956–278–6480	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/16	10:22A	000–000–0086	Peak	PlanAllow,CallVM	Mission TX	Voice Mail CL	1	––	––	––
5/16	10:50A	956–393–1848	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
5/16	10:51A	956–271–4711	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
5/16	10:53A	956–400–4516	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
5/16	11:01A	956–271–4711	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
5/16	11:16A	956–213–1252	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
5/16	11:30A	956–289–3857	Peak	M2MAllow	Mission TX	Incoming CL	2	––	––	––
5/16	11:42A	956–393–1848	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
5/16	2:04P	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/16	2:06P	956–560–9519	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/16	2:07P	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
5/16	2:07P	956–393–1848	Peak	M2MAllow,CallWait	Mission TX	Incoming CL	1	––	––	––
5/16	2:09P	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	2	––	––	––
5/16	2:10P	956–560–9519	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/16	2:11P	956–393–1848	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
5/16	2:13P	956–560–9519	Peak	PlanAllow	Mission TX	McAllen TX	3	––	––	––
5/16	2:16P	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
5/16	2:17P	956–213–1252	Peak	PlanAllow	Mission TX	McAllen TX	3	––	––	––

Detail for Marshal 5: 956–289–3873

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/16	2:20P	956–271–4711	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
5/16	2:25P	956–289–3857	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/16	2:26P	956–262–6633	Peak	PlanAllow	Mission TX	Edcouch TX	1	––	––	––
5/16	2:31P	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/16	2:31P	956–890–3767	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
5/16	3:46P	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/16	4:55P	956–687–1274	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
5/17	10:05A	956–262–6633	Peak	PlanAllow	Edcouch TX	Edcouch TX	1	––	––	––
5/17	10:15A	956–432–2780	Peak	PlanAllow	Edcouch TX	Incoming CL	1	––	––	––
5/17	10:48A	956–585–3061	Peak	PlanAllow	McAllen TX	Incoming CL	3	––	––	––
5/17	10:53A	956–432–2780	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
5/17	11:04A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	2	––	––	––
5/17	11:05A	956–330–9700	Peak	PlanAllow	Mission TX	Edinburg TX	2	––	––	––
5/17	11:16A	956–687–1274	Peak	PlanAllow	Mission TX	McAllen TX	2	––	––	––
5/17	1:30P	956–207–8696	Peak	M2MAllow	Pharr TX	Edinburg TX	2	––	––	––
5/20	8:05A	956–451–4295	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/20	8:29A	817–594–5471	Peak	PlanAllow	Edinburg TX	Weatherfd TX	4	––	––	––
5/20	8:59A	956–289–3857	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/20	11:06A	956–655–1893	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/20	12:09P	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/20	12:16P	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
5/20	12:22P	956–381–0066	Peak	PlanAllow	Pharr TX	Edinburg TX	1	––	––	––
5/20	12:26P	956–383–6961	Peak	PlanAllow	Pharr TX	Edinburg TX	2	––	––	––
5/20	2:13P	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/20	2:14P	956–289–3857	Peak	M2MAllow	Mission TX	Edinburg TX	3	––	––	––
5/20	2:21P	956–393–1848	Peak	M2MAllow	Mission TX	Incoming CL	2	––	––	––
5/20	2:24P	361–888–3420	Peak	PlanAllow	Mission TX	C Christi TX	2	––	––	––
5/20	2:26P	512–374–0271	Peak	PlanAllow	Mission TX	Austin TX	1	––	––	––
5/20	2:26P	361–888–3420	Peak	PlanAllow	Mission TX	C Christi TX	3	––	––	––
5/20	3:16P	361–888–3439	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
5/20	3:22P	Unavailable	Peak	PlanAllow	Mission TX	Incoming CL	4	––	––	––
5/20	3:43P	956–289–3857	Peak	M2MAllow	Mission TX	Incoming CL	2	––	––	––
5/20	3:45P	956–655–7592	Peak	PlanAllow	Mission TX	Incoming CL	4	––	––	––
5/20	4:11P	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/21	7:37A	956–289–3857	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/21	9:05A	956–213–1252	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/21	10:17A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
5/21	10:22A	956–648–8053	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/21	11:08A	956–289–3857	Peak	M2MAllow	Mission TX	Incoming CL	2	––	––	––
5/21	1:05P	956–600–9137	Peak	PlanAllow	Edinburg TX	Mission TX	1	––	––	––
5/21	1:05P	956–600–9137	Peak	PlanAllow	Edinburg TX	Mission TX	2	––	––	––
5/21	1:23P	956–289–3857	Peak	M2MAllow	Edinburg TX	Edinburg TX	3	––	––	––
5/21	1:58P	214–763–9375	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/21	2:00P	956–862–8541	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
5/21	2:09P	956–432–5816	Peak	PlanAllow	Mission TX	Mission TX	3	––	––	––

Detail for Marshal 5: 956–289–3873

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/21	2:33P	956–227–8580	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/21	2:41P	956–458–4019	Peak	PlanAllow	Mission TX	Incoming CL	13	––	––	––
5/21	2:54P	956–239–1180	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/21	2:54P	956–239–1180	Peak	M2MAllow	Mission TX	Edinburg TX	5	––	––	––
5/21	3:00P	956–432–5816	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/21	3:08P	956–648–8053	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
5/21	3:17P	956–862–1453	Peak	PlanAllow	Mission TX	Incoming CL	6	––	––	––
5/21	3:24P	956–239–1180	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/21	3:24P	956–239–1180	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/22	7:44A	956–289–3857	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
5/22	8:00A	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/22	8:03A	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/22	9:31A	956–890–3040	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/22	10:31A	512–287–0068	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/22	10:33A	956–598–9114	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
5/22	11:05A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/22	11:06A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/22	5:05P	956–318–2615	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/22	8:01P	956–537–1732	Peak	PlanAllow	McAllen TX	Incoming CL	5	––	––	––
5/23	7:35A	214–763–9375	Peak	PlanAllow	Alamo TX	Grandprari TX	2	––	––	––
5/23	8:44A	956–240–4678	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
5/23	8:53A	956–533–0313	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/23	8:58A	956–227–7024	Peak	M2MAllow	Mission TX	McAllen TX	2	––	––	––
5/23	9:47A	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/23	9:49A	831–262–9622	Peak	M2MAllow	Mission TX	Salinas CA	1	––	––	––
5/23	9:50A	831–262–9622	Peak	M2MAllow	Mission TX	Salinas CA	2	––	––	––
5/23	9:53A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
5/23	9:56A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	2	––	––	––
5/23	10:47A	956–890–3767	Peak	PlanAllow	Mission TX	Mission TX	4	––	––	––
5/23	10:51A	956–598–9114	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
5/23	10:58A	956–313–2247	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/23	11:15A	956–313–2247	Peak	PlanAllow	Mission TX	McAllen TX	2	––	––	––
5/23	11:57A	956–240–8442	Peak	PlanAllow	Mission TX	Incoming CL	4	––	––	––
5/23	12:15P	956–624–7549	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/23	1:44P	956–325–0592	Peak	PlanAllow	Mission TX	Pharr TX	2	––	––	––
5/23	2:47P	956–573–2052	Peak	PlanAllow	Mission TX	Rigrandecy TX	2	––	––	––
5/23	2:48P	956–227–7024	Peak	M2MAllow	Mission TX	McAllen TX	4	––	––	––
5/23	3:09P	956–458–8515	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/23	3:31P	956–735–2569	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
5/23	3:45P	956–240–5692	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
5/24	8:24A	956–240–4678	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/24	8:28A	956–278–4263	Peak	PlanAllow	Edinburg TX	McAllen TX	3	––	––	––
5/24	8:33A	956–289–3857	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/24	9:37A	956–289–3857	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/24	9:44A	956–217–2684	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––

Detail for Marshal 5: 956–289–3873

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/24	10:05A	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/24	10:06A	956–240–5692	Peak	PlanAllow	Edinburg TX	Mission TX	2	––	––	––
5/24	10:08A	956–240–5692	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/24	10:09A	956–240–5692	Peak	PlanAllow	Edinburg TX	Mission TX	1	––	––	––
5/24	10:45A	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/24	11:30A	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/24	11:39A	956–519–6257	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/24	11:54A	956–289–3857	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
5/24	12:02P	956–289–3857	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/24	12:03P	956–289–3857	Peak	M2MAllow	Mission TX	Edinburg TX	3	––	––	––
5/24	1:31P	956–240–5692	Peak	PlanAllow	McAllen TX	Mission TX	1	––	––	––
5/24	1:31P	956–240–5692	Peak	PlanAllow	McAllen TX	Mission TX	1	––	––	––
5/24	1:33P	956–278–4263	Peak	PlanAllow	McAllen TX	McAllen TX	1	––	––	––
5/24	1:35P	956–240–5692	Peak	PlanAllow	McAllen TX	Mission TX	1	––	––	––
5/24	1:37P	956–519–6257	Peak	PlanAllow	McAllen TX	Mission TX	1	––	––	––
5/24	1:38P	956–278–4263	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/24	1:41P	956–278–4263	Peak	PlanAllow	McAllen TX	McAllen TX	1	––	––	––
5/24	1:45P	956–240–4678	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/24	2:23P	956–968–8591	Peak	PlanAllow	Mission TX	Weslaco TX	1	––	––	––
5/24	2:23P	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/24	2:28P	956–217–2684	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/24	2:28P	956–393–1848	Peak	M2MAllow,CallWait	Mission TX	Incoming CL	1	––	––	––
5/24	2:30P	956–569–1053	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/24	2:37P	956–578–2192	Peak	M2MAllow	Mission TX	Incoming CL	4	––	––	––
5/24	2:49P	956–217–2684	Peak	PlanAllow	Mission TX	McAllen TX	2	––	––	––
5/24	3:09P	956–890–3767	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
5/24	3:12P	956–205–7045	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
5/24	3:14P	956–205–7045	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
5/24	3:14P	956–205–7045	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
5/24	3:16P	956–205–7045	Peak	PlanAllow	Mission TX	Mission TX	6	––	––	––
5/24	3:23P	956–205–7045	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/24	3:36P	956–529–2556	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/24	4:28P	956–229–6714	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/24	4:28P	956–229–6714	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/25	9:42A	956–393–1848	Off–Peak	N&W	San Juan TX	Edinburg TX	1	––	––	––
5/25	10:09A	956–239–1180	Off–Peak	N&W	Alamo TX	Edinburg TX	1	––	––	––
5/27	9:24A	956–393–1848	Peak	M2MAllow	San Juan TX	Incoming CL	1	––	––	––
5/27	10:51A	956–357–7600	Peak	M2MAllow	Weslaco TX	Harlingen TX	2	––	––	––
5/27	10:54A	956–423–0523	Peak	PlanAllow	Mercedes TX	Harlingen TX	2	––	––	––
5/27	2:40P	956–432–0303	Peak	PlanAllow	San Juan TX	Incoming CL	3	––	––	––
5/27	2:43P	956–862–8541	Peak	PlanAllow	San Juan TX	Mission TX	2	––	––	––
5/28	8:22A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/28	9:42A	956–581–3670	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/28	10:27A	956–240–4678	Peak	PlanAllow	Mission TX	Incoming CL	4	––	––	––
5/28	11:18A	956–432–0303	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––

Detail for Marshal 5: 956–289–3873

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/28	11:32A	956–862–8541	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/28	11:34A	956–432–5816	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/28	1:11P	956–313–7977	Peak	PlanAllow	Mission TX	McAllen TX	3	––	––	––
5/28	1:16P	956–313–7977	Peak	PlanAllow	Mission TX	McAllen TX	16	––	––	––
5/28	1:32P	956–569–1053	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/28	2:23P	956–205–7045	Peak	PlanAllow	Mission TX	Incoming CL	6	––	––	––
5/28	2:38P	956–519–5222	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/29	11:54A	956–227–7024	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
5/29	1:10P	956–227–7024	Peak	M2MAllow	Pharr TX	McAllen TX	2	––	––	––
5/29	1:19P	956–289–3857	Peak	M2MAllow	McAllen TX	Incoming CL	3	––	––	––
5/29	1:42P	956–400–5026	Peak	PlanAllow	McAllen TX	Mission TX	1	––	––	––
5/29	2:57P	956–342–1856	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/29	5:13P	956–687–1274	Peak	PlanAllow	Pharr TX	McAllen TX	1	––	––	––
5/30	8:49A	956–213–1252	Peak	PlanAllow	Mission TX	Incoming CL	4	––	––	––
5/30	9:38A	956–289–3857	Peak	M2MAllow	Mission TX	Edinburg TX	4	––	––	––
5/30	9:46A	956–425–6010	Peak	PlanAllow	Mission TX	Harlingen TX	5	––	––	––
5/30	9:50A	956–365–4252	Peak	PlanAllow	Mission TX	Harlingen TX	2	––	––	––
5/30	9:52A	956–365–4252	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
5/30	9:58A	956–655–7592	Peak	PlanAllow	Mission TX	Incoming CL	4	––	––	––
5/30	10:04A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
5/30	10:07A	956–292–7030	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
5/30	10:08A	956–328–7027	Peak	PlanAllow	Mission TX	McAllen TX	2	––	––	––
5/30	10:14A	956–778–2951	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
5/30	10:16A	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/30	10:16A	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	2	––	––	––
5/30	10:24A	956–425–6010	Peak	PlanAllow	Mission TX	Incoming CL	6	––	––	––
5/30	10:30A	956–289–3857	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/30	10:32A	956–432–5816	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
5/30	10:41A	956–778–2951	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
5/30	11:06A	956–432–5816	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
5/30	11:14A	956–862–5504	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
5/30	11:15A	956–400–5026	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
5/30	11:57A	956–890–3040	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
5/30	1:34P	956–693–3018	Peak	PlanAllow	Mission TX	Laredo TX	4	––	––	––
5/30	1:37P	956–458–3447	Peak	PlanAllow,CallWait	Mission TX	Incoming CL	1	––	––	––
5/30	3:45P	956–289–3857	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/31	8:27A	956–289–3857	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/31	8:35A	956–318–2840	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/31	8:35A	956–318–2840	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/31	8:36A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/31	10:27A	956–661–9406	Peak	PlanAllow	Edinburg TX	McAllen TX	11	––	––	––
5/31	10:48A	956–227–7024	Peak	M2MAllow	Pharr TX	McAllen TX	1	––	––	––
5/31	11:06A	956–227–7024	Peak	M2MAllow	Mission TX	Incoming CL	3	––	––	––
5/31	11:18A	956–862–1453	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
5/31	11:29A	956–862–1453	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––

Detail for Marshal 5: 956–289–3873

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/31	11:34A	956–393–1848	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
5/31	11:36A	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/31	11:36A	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/31	11:37A	956–393–1848	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
5/31	11:41A	956–890–3767	Peak	PlanAllow	Mission TX	Mission TX	4	––	––	––
5/31	11:49A	956–682–6155	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
5/31	11:56A	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/31	12:03P	214–763–9375	Peak	PlanAllow	Mission TX	Grandprari TX	1	––	––	––
5/31	12:07P	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/31	12:11P	214–763–9375	Peak	PlanAllow	Mission TX	Grandprari TX	1	––	––	––
5/31	12:14P	956–432–5816	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
5/31	12:16P	956–432–5816	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
5/31	12:28P	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/31	2:55P	214–763–9375	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/31	6:00P	956–968–8596	Peak	PlanAllow	San Juan TX	Weslaco TX	1	––	––	––
5/31	8:00P	956–227–7024	Peak	M2MAllow	Weslaco TX	McAllen TX	3	––	––	––
6/01	6:06P	956–789–2728	Off–Peak	N&W	San Antoni TX	McAllen TX	1	––	––	––
6/01	6:12P	956–789–2728	Off–Peak	N&W	San Antoni TX	McAllen TX	1	––	––	––
6/01	6:32P	956–789–2728	Off–Peak	N&W	San Antoni TX	McAllen TX	1	––	––	––
6/01	11:47P	956–537–7033	Off–Peak	N&W	San Antoni TX	Incoming CL	4	––	––	––

Summary for 4G Mifi: 956–342–2162

Your Plan

4G Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

Plan from 5/2 – 5/31
Data Roam USA/Canada

Plan from 6/1 – 6/1
Data Roam USA/Canada B2B

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

4G Mobile Broadband Unlimited	06/02 – 07/01	37.99
		$37.99

Usage and Purchase Charges

Data		Allowance	Used	Billable	Cost
Gigabyte Usage	*gigabytes*	unlimited	1	––	––
Total Data					$.00

Total Usage and Purchase Charges **$.00**

Total Current Charges for 956–342–2162 **$37.99**

Summary for 4G Mifi: 956–342–2165

Your Plan

4G Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

Plan from 5/2 – 5/31
Data Roam USA/Canada

Plan from 6/1 – 6/1
Data Roam USA/Canada B2B

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

4G Mobile Broadband Unlimited	06/02 – 07/01	37.99
		$37.99

Usage and Purchase Charges

Data		Allowance	Used	Billable	Cost
Gigabyte Usage	*gigabytes*	unlimited	1	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.00**
Total Current Charges for 956–342–2165					**$37.99**

Summary for 4G Mifi: 956–342–2607

Your Plan

4G Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

Plan from 5/2 – 5/31
Data Roam USA/Canada

Plan from 6/1 – 6/1
Data Roam USA/Canada B2B

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

4G Mobile Broadband Unlimited	06/02 – 07/01	37.99
		$37.99

Usage and Purchase Charges

Messaging		**Allowance**	**Used**	**Billable**	**Cost**
Text – Rcv'd	*messages*	––	1	1	.02
Total Messaging					$.02
Data					
Gigabyte Usage	*gigabytes*	unlimited	6	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.02**

Total Current Charges for 956–342–2607 **$38.01**

Summary for 4G Mifi: 956–342–3675

Your Plan

4G Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

Plan from 5/2 – 5/31
Data Roam USA/Canada

Plan from 6/1 – 6/1
Data Roam USA/Canada B2B

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

4G Mobile Broadband Unlimited	06/02 – 07/01	37.99
		$37.99

Usage and Purchase Charges

Messaging		**Allowance**	**Used**	**Billable**	**Cost**
Text – Rcv'd	*messages*	––	1	1	.02
Total Messaging					$.02
Data					
Gigabyte Usage	*gigabytes*	unlimited	3	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.02**

Total Current Charges for 956–342–3675 **$38.01**

Summary for 4G Mifi: 956–342–3707

Your Plan

4G Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

Plan from 5/2 – 5/31
Data Roam USA/Canada

Plan from 6/1 – 6/1
Data Roam USA/Canada B2B

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

4G Mobile Broadband Unlimited	06/02 – 07/01	37.99
		$37.99

Usage and Purchase Charges

Messaging		**Allowance**	**Used**	**Billable**	**Cost**
Text – Rcv'd	*messages*	––	1	1	.02
Total Messaging					$.02
Data					
Unbilled Usage from Previous Months					
Gigabyte Usage	*gigabytes*		1	––	––
Current Data Usage					
Gigabyte Usage	*gigabytes*	unlimited	7	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.02**

Total Current Charges for 956–342–3707 **$38.01**

Summary for 4G Usb: 956–342–3889

Your Plan

4G Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

Plan from 5/2 – 5/31
Data Roam USA/Canada

Plan from 6/1 – 6/1
Data Roam USA/Canada B2B

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

4G Mobile Broadband Unlimited	06/02 – 07/01	37.99
		$37.99

Total Current Charges for 956–342–3889 **$37.99**

Summary for 4G Usb: 956–342–3895

Your Plan

4G Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

Plan from 5/2 – 5/31
Data Roam USA/Canada

Plan from 6/1 – 6/1
Data Roam USA/Canada B2B

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

4G Mobile Broadband Unlimited	06/02 – 07/01	37.99
		$37.99

Usage and Purchase Charges

Data		Allowance	Used	Billable	Cost
Unbilled Usage from Previous Months					
Gigabyte Usage	*gigabytes*		1	––	––
Current Data Usage					
Gigabyte Usage	*gigabytes*	unlimited	1	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.00**

Total Current Charges for 956–342–3895 **$37.99**

Summary for 4G Usb: 956–342–3939

Your Plan

4G Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

Plan from 5/2 – 5/31
Data Roam USA/Canada

Plan from 6/1 – 6/1
Data Roam USA/Canada B2B

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

4G Mobile Broadband Unlimited	06/02 – 07/01	37.99
		$37.99

Usage and Purchase Charges

Data		Allowance	Used	Billable	Cost
Gigabyte Usage	*gigabytes*	unlimited	1	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.00**
Total Current Charges for 956–342–3939					**$37.99**

Summary for 4G Usb: 956–342–4102

Your Plan

4G Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

Plan from 5/2 – 5/31
Data Roam USA/Canada

Plan from 6/1 – 6/1
Data Roam USA/Canada B2B

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

4G Mobile Broadband Unlimited	06/02 – 07/01	37.99
		$37.99

Usage and Purchase Charges

Data		Allowance	Used	Billable	Cost
Gigabyte Usage	*gigabytes*	unlimited	1	––	––
Total Data					$.00

Total Usage and Purchase Charges **$.00**

Total Current Charges for 956–342–4102 **$37.99**

Summary for Marshal 2: 956–393–1848

Your Plan

Americas Ch Email & Data 1000
$96.14 monthly charge
1000 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Plan from 5/2 – 5/31
Data Roam USA/Canada

Email & Data Unlimited
Unlimited monthly kilobyte

Plan from 6/1 – 6/1
Data Roam USA/Canada B2B

Beginning on 04/08/13:
22% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

UNL Picture/Video MSG
Unlimited monthly Picture & Video

UNL Text Messaging
Unlimited monthly M2M Text
Unlimited monthly Text Message

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Americas Ch Email & Data 1000	06/02 – 07/01	96.14
22% Access Discount	06/02 – 07/01	–21.15
		$74.99

Usage and Purchase Charges

Voice		**Allowance**	**Used**	**Billable**	**Cost**
SharePlan	*minutes*	1000 (shared)	158	––	––
Mobile to Mobile	*minutes*	unlimited	252	––	––
Night/Weekend	*minutes*	unlimited	63	––	––
Total Voice					$.00
Messaging					
Text	*messages*	unlimited	99	––	––
Unlimited M2M Text	*messages*	unlimited	123	––	––
Picture & Video	*messages*	unlimited	24	––	––
Total Messaging					$.00
Data					
Unbilled Usage from Previous Months					
Kilobyte Usage	*kilobytes*		3041	––	––
Current Data Usage					
Kilobyte Usage	*kilobytes*	unlimited	2,992,756	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges	
Fed Universal Service Charge	2.16
	$2.16
Total Current Charges for 956–393–1848	**$77.15**

Detail for Marshal 2: 956–393–1848

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/02	12:46P	956–316–3309	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/02	2:58P	956–607–3250	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
5/02	7:28P	956–578–2744	Peak	M2MAllow	Mission TX	McAllen TX	1	––	––	––
5/02	7:56P	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/02	8:10P	956–578–2744	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/03	8:21A	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––

Detail for Marshal 2: 956–393–1848

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/03	8:29A	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/03	10:05A	956–279–0106	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/03	1:18P	956–328–9129	Peak	PlanAllow	Edinburg TX	McAllen TX	4	––	––	––
5/03	1:22P	956–328–9129	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/03	1:47P	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
5/03	1:49P	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/03	1:51P	214–763–9375	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/03	1:57P	956–585–4481	Peak	PlanAllow	Edinburg TX	Mission TX	1	––	––	––
5/03	1:58P	956–578–2744	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
5/03	1:59P	956–578–2744	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/03	2:56P	956–578–2744	Peak	M2MAllow	Mission TX	McAllen TX	3	––	––	––
5/03	3:08P	956–318–2656	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/03	3:23P	956–578–2744	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/03	3:25P	956–578–2744	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
5/03	4:14P	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/03	4:45P	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/04	10:05A	956–578–2744	Off–Peak	N&W	McAllen TX	McAllen TX	1	––	––	––
5/04	10:06A	956–585–4481	Off–Peak	N&W	McAllen TX	Mission TX	1	––	––	––
5/04	10:07A	956–271–5517	Off–Peak	N&W	McAllen TX	Mission TX	1	––	––	––
5/04	12:06P	956–271–5517	Off–Peak	N&W	Humble TX	Mission TX	1	––	––	––
5/04	12:32P	956–271–5517	Off–Peak	N&W	Houston TX	Mission TX	1	––	––	––
5/04	12:32P	956–271–5517	Off–Peak	N&W	Houston TX	Mission TX	3	––	––	––
5/04	12:49P	956–578–2744	Off–Peak	N&W	Houston TX	McAllen TX	1	––	––	––
5/04	5:41P	956–578–2744	Off–Peak	N&W	Orlando FL	McAllen TX	1	––	––	––
5/04	5:42P	956–578–2744	Off–Peak	N&W	Orlando FL	Incoming CL	1	––	––	––
5/04	5:46P	956–239–1180	Off–Peak	N&W	Orlando FL	Edinburg TX	1	––	––	––
5/04	7:43P	956–929–0271	Off–Peak	N&W	Orlando FL	Edinburg TX	1	––	––	––
5/04	7:44P	956–929–0271	Off–Peak	N&W	Orlando FL	Edinburg TX	2	––	––	––
5/05	9:25A	956–929–0271	Off–Peak	N&W	Orlando FL	Edinburg TX	2	––	––	––
5/05	12:17P	956–929–0271	Off–Peak	N&W	Orlando FL	Edinburg TX	1	––	––	––
5/05	12:26P	956–929–0271	Off–Peak	N&W	Orlando FL	Incoming CL	1	––	––	––
5/06	5:29P	956–970–9688	Peak	M2MAllow	Orlando FL	Incoming CL	1	––	––	––
5/06	8:46P	956–271–5517	Peak	M2MAllow	Orlando FL	Incoming CL	3	––	––	––
5/07	5:50P	210–391–1362	Peak	M2MAllow	Orlando FL	Incoming CL	2	––	––	––
5/07	6:33P	956–451–5287	Peak	PlanAllow	Orlando FL	Incoming CL	1	––	––	––
5/08	6:37P	956–271–5517	Peak	M2MAllow	Orlando FL	Incoming CL	1	––	––	––
5/08	7:57P	956–239–1180	Peak	M2MAllow	Orlando FL	Edinburg TX	1	––	––	––
5/08	8:04P	956–271–5517	Peak	M2MAllow	Orlando FL	Mission TX	1	––	––	––
5/09	9:33A	330–433–5979	Peak	PlanAllow	Orlando FL	No Canton OH	1	––	––	––
5/09	10:57A	956–607–3473	Peak	PlanAllow	Orlando FL	Edinburg TX	1	––	––	––
5/09	11:44A	260–407–2121	Peak	PlanAllow	Orlando FL	Fort Wayne IN	1	––	––	––
5/09	5:22P	956–683–1783	Peak	PlanAllow	Orlando FL	Incoming CL	2	––	––	––
5/09	5:29P	574–236–1691	Peak	PlanAllow	Orlando FL	South Bend IN	2	––	––	––
5/09	6:49P	956–271–5517	Peak	M2MAllow	Orlando FL	Incoming CL	1	––	––	––
5/09	6:50P	956–393–0887	Peak	PlanAllow	Orlando FL	Edinburg TX	2	––	––	––

Detail for Marshal 2: 956–393–1848

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/09	9:06P	956–393–0887	Off–Peak	N&W	Orlando FL	Incoming CL	2	––	––	––
5/10	11:53A	956–683–1783	Peak	PlanAllow	Orlando FL	Incoming CL	1	––	––	––
5/10	3:12P	956–648–2869	Peak	PlanAllow	Orlando FL	Incoming CL	2	––	––	––
5/10	3:15P	956–239–1180	Peak	M2MAllow	Orlando FL	Edinburg TX	1	––	––	––
5/10	3:19P	956–239–1180	Peak	M2MAllow	Orlando FL	Incoming CL	4	––	––	––
5/10	11:23P	956–271–5517	Off–Peak	N&W	McAllen TX	Mission TX	1	––	––	––
5/11	5:10P	956–271–5517	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
5/11	5:13P	956–271–5517	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
5/13	7:25A	956–271–5517	Peak	M2MAllow	McAllen TX	Incoming CL	1	––	––	––
5/13	8:32A	956–578–2744	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/13	1:00P	956–684–9325	Peak	PlanAllow	Edinburg TX	Weslaco TX	1	––	––	––
5/13	1:16P	956–684–9325	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/13	1:17P	956–684–9325	Peak	PlanAllow	Edinburg TX	Weslaco TX	1	––	––	––
5/13	1:19P	956–219–3916	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/13	1:27P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
5/13	3:46P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/13	4:05P	956–970–9688	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/13	4:20P	956–784–3511	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/13	4:34P	956–239–1180	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/13	4:35P	720–488–8705	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/13	5:45P	956–381–6549	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/13	5:45P	956–975–6444	Peak	M2MAllow,CallWait	Edinburg TX	Incoming CL	2	––	––	––
5/13	7:11P	956–975–1615	Peak	PlanAllow	Edinburg TX	Weslaco TX	2	––	––	––
5/14	8:58A	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/14	9:49A	956–271–5517	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
5/14	9:54A	956–784–3510	Peak	PlanAllow	Pharr TX	Pharr TX	1	––	––	––
5/14	11:04A	956–318–2656	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
5/14	11:07A	956–239–1180	Peak	M2MAllow	Pharr TX	Edinburg TX	2	––	––	––
5/14	11:13A	956–227–7024	Peak	M2MAllow	San Juan TX	McAllen TX	1	––	––	––
5/14	11:19A	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/14	12:14P	Unavailable	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/14	12:16P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/14	12:27P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/14	12:29P	956–578–2744	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
5/14	12:29P	956–227–7024	Peak	M2MAllow,CallWait	Edinburg TX	Incoming CL	1	––	––	––
5/14	12:31P	956–578–2744	Peak	M2MAllow	Edinburg TX	McAllen TX	3	––	––	––
5/14	12:34P	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
5/14	2:16P	Unavailable	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/14	3:09P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/14	4:28P	956–784–3510	Peak	PlanAllow	Edinburg TX	Pharr TX	1	––	––	––
5/14	5:25P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
5/15	9:21A	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
5/15	9:22A	956–318–2656	Peak	PlanAllow	Pharr TX	Edinburg TX	1	––	––	––
5/15	11:26A	956–929–0271	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/15	11:30A	956–929–0271	Peak	M2MAllow	Edinburg TX	Edinburg TX	7	––	––	––

Detail for Marshal 2: 956–393–1848

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/15	1:12P	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	2	––	––	––
5/15	1:13P	956–534–3733	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
5/15	1:14P	972–532–5003	Peak	PlanAllow	Edinburg TX	Addison TX	1	––	––	––
5/15	2:46P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/15	2:59P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/15	3:30P	956–457–1691	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/15	3:36P	956–683–1783	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
5/15	3:43P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/15	8:33P	956–381–8488	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/15	8:37P	956–316–1889	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/15	8:54P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/16	7:48A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/16	9:17A	956–239–1180	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/16	9:17A	956–239–1180	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/16	9:18A	956–457–1691	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/16	10:10A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/16	10:22A	956–271–4711	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/16	10:45A	956–271–4711	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/16	10:50A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/16	11:42A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/16	11:45A	956–289–3857	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/16	11:46A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/16	1:57P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/16	2:07P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/16	2:09P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/16	2:11P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/16	2:31P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/16	3:15P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/16	4:31P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/16	5:07P	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/17	10:15A	800–684–8429	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/17	10:37A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/17	12:37P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/17	3:33P	956–342–1983	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/17	4:10P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/17	6:34P	956–316–1889	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/17	6:51P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/18	3:23P	956–271–5517	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
5/18	3:25P	956–271–5517	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
5/19	10:34A	956–578–2744	Off–Peak	N&W	Edinburg TX	McAllen TX	1	––	––	––
5/19	11:52A	956–578–2744	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
5/19	1:07P	800–892–2253	Off–Peak	N&W	McAllen TX	Incoming CL	2	––	––	––
5/19	3:15P	956–271–5517	Off–Peak	N&W	Mission TX	Incoming CL	1	––	––	––
5/20	7:39A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/20	9:01A	956–961–7694	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––

Detail for Marshal 2: 956–393–1848

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/20	9:35A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/20	9:38A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/20	9:51A	956–358–6607	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/20	10:52A	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	2	––	––	––
5/20	10:57A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/20	11:10A	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	1	––	––	––
5/20	11:11A	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	2	––	––	––
5/20	11:31A	956–342–1983	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/20	11:48A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/20	11:49A	925–255–8796	Peak	PlanAllow	Edinburg TX	Orinda CA	1	––	––	––
5/20	1:00P	972–713–3770	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––
5/20	1:28P	956–205–7045	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/20	1:43P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/20	2:21P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/20	2:22P	956–289–3857	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/20	4:16P	956–318–2600	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/20	6:02P	956–961–7694	Peak	PlanAllow	Edinburg TX	Pharr TX	1	––	––	––
5/20	6:07P	956–961–7694	Peak	PlanAllow	Edinburg TX	Pharr TX	1	––	––	––
5/20	6:09P	956–239–1180	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/20	6:10P	866–569–2420	Peak	PlanAllow	Edinburg TX	Toll–Free CL	10	––	––	––
5/20	6:50P	956–383–8114	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/20	7:46P	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/21	7:36A	956–239–1180	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/21	9:23A	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
5/21	9:41A	956–560–7657	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/21	11:37A	956–271–5517	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
5/21	12:04P	956–227–7024	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
5/21	1:28P	956–271–5517	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
5/21	1:32P	956–271–5517	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
5/21	2:39P	956–522–4639	Peak	PlanAllow	Edinburg TX	McAllen TX	2	––	––	––
5/21	6:14P	972–378–3660	Peak	PlanAllow	McAllen TX	Incoming CL	6	––	––	––
5/21	7:46P	701–929–0631	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/22	9:39A	956–607–3250	Peak	M2MAllow	Edinburg TX	Edinburg TX	3	––	––	––
5/22	9:50A	956–607–3250	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/22	10:09A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/22	10:30A	956–638–6335	Peak	M2MAllow	Edinburg TX	McAllen TX	4	––	––	––
5/22	10:33A	956–346–0261	Peak	M2MAllow	Edinburg TX	Brownsvl TX	2	––	––	––
5/22	10:50A	956–346–0261	Peak	M2MAllow	Edinburg TX	Incoming CL	6	––	––	––
5/22	10:57A	956–607–3250	Peak	M2MAllow	Edinburg TX	Edinburg TX	4	––	––	––
5/22	11:10A	956–607–3250	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/22	11:21A	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
5/22	11:28A	956–585–4481	Peak	PlanAllow	Edinburg TX	Mission TX	2	––	––	––
5/22	3:23P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/22	3:54P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/22	5:05P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––

Detail for Marshal 2: 956–393–1848

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/22	5:06P	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/22	5:16P	956–457–1080	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/22	5:20P	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	1	––	––	––
5/22	9:24P	956–457–1080	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
5/23	7:10A	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/23	7:27A	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
5/23	8:09A	956–289–6549	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/23	8:11A	956–289–6549	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/23	9:21A	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/23	9:35A	956–607–3250	Peak	M2MAllow	Edinburg TX	Edinburg TX	4	––	––	––
5/23	10:46A	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/23	10:52A	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/23	12:18P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/23	4:20P	956–289–6549	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/23	4:24P	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	1	––	––	––
5/24	5:43A	956–289–6549	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
5/24	5:44A	956–289–3857	Off–Peak	N&W	Edinburg TX	Edinburg TX	1	––	––	––
5/24	7:25A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/24	8:23A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/24	8:31A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/24	9:53A	956–227–7024	Peak	M2MAllow	McAllen TX	Incoming CL	1	––	––	––
5/24	10:03A	956–227–7024	Peak	M2MAllow	McAllen TX	McAllen TX	1	––	––	––
5/24	10:19A	956–271–5517	Peak	M2MAllow	McAllen TX	Incoming CL	2	––	––	––
5/24	10:40A	956–328–9129	Peak	PlanAllow	McAllen TX	Incoming CL	4	––	––	––
5/24	10:44A	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	1	––	––	––
5/24	10:45A	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	1	––	––	––
5/24	11:07A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/24	11:10A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/24	12:46P	956–271–5517	Peak	M2MAllow	Mission TX	Incoming CL	2	––	––	––
5/24	1:02P	956–271–5517	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
5/24	1:12P	956–271–5517	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
5/24	1:21P	956–328–9129	Peak	PlanAllow	McAllen TX	Incoming CL	3	––	––	––
5/24	1:27P	956–328–9129	Peak	PlanAllow	McAllen TX	McAllen TX	1	––	––	––
5/24	1:28P	956–328–9129	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
5/24	2:28P	956–289–3873	Peak	M2MAllow	McAllen TX	Edinburg TX	1	––	––	––
5/24	3:12P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
5/25	4:41P	956–668–7325	Off–Peak	N&W	Edinburg TX	McAllen TX	1	––	––	––
5/26	9:22A	956–578–2744	Off–Peak	N&W	Edinburg TX	McAllen TX	1	––	––	––
5/27	9:24A	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/27	9:24A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/28	9:59A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/28	1:54P	956–650–0291	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/28	4:43P	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	3	––	––	––
5/28	5:18P	956–328–9129	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––
5/28	6:21P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––

Detail for Marshal 2: 956–393–1848

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/29	7:39A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/29	9:31A	956–328–9129	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
5/29	10:22A	214–215–8072	Peak	M2MAllow	Edinburg TX	Grandprari TX	2	––	––	––
5/29	10:43A	956–358–5829	Peak	M2MAllow	Edinburg TX	McAllen TX	3	––	––	––
5/29	10:49A	956–358–5829	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/29	2:07P	956–975–6444	Peak	M2MAllow	Mercedes TX	Incoming CL	1	––	––	––
5/29	2:27P	956–358–5829	Peak	M2MAllow	Mercedes TX	Incoming CL	1	––	––	––
5/29	4:51P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/29	5:07P	800–987–5521	Peak	PlanAllow	Edinburg TX	Toll–Free CL	3	––	––	––
5/29	5:55P	956–271–5517	Peak	M2MAllow	Mission TX	Incoming CL	2	––	––	––
5/29	6:16P	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	1	––	––	––
5/29	6:19P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/29	7:58P	800–987–5521	Peak	PlanAllow	Edinburg TX	Toll–Free CL	4	––	––	––
5/29	8:20P	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/29	8:27P	956–239–1180	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/29	8:48P	956–381–1888	Peak	PlanAllow	Edinburg TX	Incoming CL	5	––	––	––
5/30	8:53A	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/30	9:06A	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/30	9:08A	956–432–9936	Peak	PlanAllow	Edinburg TX	Mission TX	1	––	––	––
5/30	9:09A	956–432–9936	Peak	PlanAllow	Edinburg TX	Mission TX	2	––	––	––
5/30	10:16A	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/30	10:16A	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/30	10:35A	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/30	11:07A	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/30	12:26P	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/30	2:19P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/30	2:20P	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	5	––	––	––
5/30	2:29P	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	1	––	––	––
5/30	3:35P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
5/30	3:36P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/30	3:37P	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	2	––	––	––
5/30	6:39P	800–987–5521	Peak	PlanAllow	Edinburg TX	Toll–Free CL	2	––	––	––
5/31	7:49A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/31	8:14A	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/31	9:06A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/31	11:26A	956–874–5065	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/31	11:29A	956–874–5065	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
5/31	11:32A	956–289–6549	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/31	11:34A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/31	11:35A	956–874–5065	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/31	11:36A	956–648–2869	Peak	PlanAllow	Edinburg TX	McAllen TX	2	––	––	––
5/31	11:37A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/31	11:38A	956–289–6549	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/31	11:39A	956–874–5065	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
5/31	11:39A	956–874–5065	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––

Detail for Marshal 2: 956–393–1848

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
5/31	11:41A	956–648–2869	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/31	11:56A	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/31	12:04P	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/31	12:07P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/31	12:22P	956–648–2869	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
5/31	12:28P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/31	12:41P	956–648–2869	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
5/31	2:23P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
5/31	4:43P	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	2	––	––	––
5/31	8:47P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
6/01	10:38A	956–239–1180	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/01	1:24P	956–239–1180	Off–Peak	N&W	Edinburg TX	Edinburg TX	7	––	––	––
6/01	1:44P	956–328–9129	Off–Peak	N&W	Edinburg TX	McAllen TX	1	––	––	––
6/01	2:02P	956–328–9129	Off–Peak	N&W	Edinburg TX	Incoming CL	3	––	––	––
6/01	2:10P	956–328–9129	Off–Peak	N&W	Edinburg TX	Incoming CL	2	––	––	––
6/01	2:11P	956–239–1180	Off–Peak	N&W,CallWait	Edinburg TX	Incoming CL	2	––	––	––
6/01	2:28P	956–328–9129	Off–Peak	N&W	Edinburg TX	Incoming CL	3	––	––	––
6/01	3:23P	956–239–1180	Off–Peak	N&W	Edinburg TX	Incoming CL	2	––	––	––
6/01	3:34P	956–271–5517	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/01	4:08P	956–271–5517	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/01	5:10P	956–271–5517	Off–Peak	N&W	San Juan TX	Incoming CL	1	––	––	––
6/01	5:49P	956–271–5517	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/01	7:58P	956–239–1180	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/01	9:40P	956–457–1080	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

Notice Of Class Action

If you are/were a subscriber of Verizon, T–Mobile, AT&T or Sprint and sent or received text messages paid for on a per–message basis between August 2005 & the present, you may be a member of a class action lawsuit. You do not need to do anything to stay in the class. To exclude yourself and preserve certain rights, you must act by September 3, 2013. For information regarding the lawsuit & your rights, call 1–888–519–6912 or go to www.TextingClass.com.

Verizon Global Service Has You Covered For Your International Trip

Your Verizon Wireless 4G LTE global device is ready to handle your business needs in the office or around the world. Enjoy the simplicity, affordability and reliability of Verizon global service in over 200 countries. Visit www.vzw.com/global to plan your next international trip.

PO BOX 4001
ACWORTH, GA 30101

Manage Your Account & View Your Usage Details	Account Number	Date Due
At vzw.com/mybusinessaccount	442010695–00001	Past Due
	Invoice Number	9707485363

KEYLINE

COUNTY OF HIDALGO
1124 N M RD
EDINBURG, TX 78542

Quick Bill Summary

Jun 02 – Jul 01

Previous Balance *(see back for details)*	$3,037.45
No Payment Received	$.00
Balance Forward Due Immediately	**$3,037.45**
Monthly Charges	$716.86
Usage and Purchase Charges	
Voice	$.00
Messaging	$.04
Data	$.00
Verizon Wireless' Surcharges and Other Charges & Credits	$10.70
Taxes, Governmental Surcharges & Fees	$.00
Total Current Charges Due by July 27, 2013	**$727.60**

Total Amount Due **$3,765.05**

Our records indicate your account is past due. Please send payment now to avoid service disruption.

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	At vzw.com/mybusinessaccount	1.800.922.0204 or *611 from your wireless

VB

Bill Date July 01, 2013
Account Number 442010695–00001
Invoice Number 9707485363

COUNTY OF HIDALGO
1124 N M RD
EDINBURG, TX 78542

Total Amount Due

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

$3,765.05

$☐,☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266–0108

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

97074853630104420106950000100007276000037650 57

Get Minutes Used	Get Data Used	Get Balance
#MIN + SEND	#DATA + SEND	#BAL + SEND

Explanation of Charges

Verizon Wireless' Surcharges
Verizon Wireless' Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including charges we or our agents pay local telephone companies for delivering calls from our customers to their customers, fees and assessments on our network facilities and services, and costs and charges associated with new cell site construction, local number portability, and other government mandates. Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.

Taxes, Governmental Surcharges and Fees
Includes sales, excise and other taxes and governmental surcharges and fees that we are required by law to bill customers. These taxes, surcharges and fees may change from time to time without notice.

Late Fee Information
A late payment applies for unpaid balances. The charge is the greater of $5 or 1.5% per month, or as permitted by law.

Verizon Wireless' Other Charges and Credits
Includes charges for products and services, and credits owing.

Payments

Previous Balance	**$3,037.45**
No Payment Received	
Total Payments	**$.00**
Balance Forward Due Immediately	**$3,037.45**

Correspondence Address: Verizon Wireless Attn: Correspondence Team PO Box 5029 Wallingford, CT 06492

Automatic Payment Enrollment for Account: 442010695-00001 COUNTY OF HIDALGO

By signing below, you authorize Verizon Wireless to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon Wireless is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon Wireless. Check with your bank for any charges.

1. Check this box. **2. Sign name in box below, as shown on the bill and date.** **3. Return this slip with your payment. Do not send a voided check.**

Changing your billing address for Account: 442010695-00001 COUNTY OF HIDALGO

Use this space or sign in to My Verizon at vzw.com/changeaddress to change the mailing address where we send your bill. If we do not have your most recent email address, provide it below and we'll use it to tell you important information about your Verizon Wireless service. Allow 2 billing cycles for the address change to take effect.

New Address _____

City _____

State/Zip _____

Work Phone _____ Home Phone _____

Email _____

Confirming or changing your service address

For each of your mobile numbers, in order to bill taxes and surcharges correctly we need a service address - which is a street address (not a PO Box) that is the home or primary business address of the person who uses that number. To confirm or change the service address for any of your mobile numbers, sign in to My Verizon at vzw.com/serviceaddress.

Overview of Shared Usage

	Participating Lines as of 07/01/13	Lines Exceeding Allowance after Share	Shared Allowance	Shared Usage	Shared Billable	Cost
Talk – Nationwide for Business Share	5	0	5,000	1,805	0	––

Overview of Lines

Lines Charges	Page Number	Monthly Charges	Usage and Purchase Charges	Equipment Charges	VZW Surcharges and Other Charges and Credits	Taxes, Governmental Surcharges and Fees	Third–Party Charges (includes Tax)	Total Charges	Voice Plan Usage	Messaging Usage	Data Usage	Voice Roaming	Messaging Roaming	Data Roaming
956–227–7024 Marshal 3	*4*	$74.99	––	––	$2.14	$.00	––	$77.13	232	72	29,073KB	––	––	––
956–239–1180 Marshal 1	*10*	$74.99	––	––	$2.14	$.00	––	$77.13	588	744	1,948,279KB	––	––	––
956–289–3857 Marshal 4	*21*	$74.99	––	––	$2.14	$.00	––	$77.13	436	129	111,833KB	––	––	––
956–289–3873 Marshal 5	*28*	$74.99	––	––	$2.14	$.00	––	$77.13	336	65	89,369KB	––	––	––
956–342–2162 4g Mifi	*35*	$37.99	––	––	$.00	$.00	––	$37.99	––	––	1GB	––	––	––
956–342–2165 4g Mifi	*36*	$37.99	––	––	$.00	$.00	––	$37.99	––	––	3GB	––	––	––
956–342–2607 4g Mifi	*37*	$37.99	$.02	––	$.00	$.00	––	$38.01	––	1	62GB	––	––	––
956–342–3675 4g Mifi	*38*	$37.99	––	––	$.00	$.00	––	$37.99	––	––	4GB	––	––	––
956–342–3707 4g Mifi	*39*	$37.99	$.02	––	$.00	$.00	––	$38.01	––	1	8GB	––	––	––
956–342–3889 4g Usb	*40*	$37.99	––	––	$.00	$.00	––	$37.99	––	––	––	––	––	––
956–342–3895 4g Usb	*41*	$37.99	––	––	$.00	$.00	––	$37.99	––	––	2GB	––	––	––
956–342–3939 4g Usb	*42*	$37.99	––	––	$.00	$.00	––	$37.99	––	––	1GB	––	––	––
956–342–4102 4g Usb	*43*	$37.99	––	––	$.00	$.00	––	$37.99	––	––	1GB	––	––	––
956–393–1848 Marshal 2	*44*	$74.99	––	––	$2.14	$.00	––	$77.13	213	265	2,638,150KB	––	––	––
Total Current Charges		**$716.86**	**$0.04**	**$.00**	**$10.70**	**$.00**	**$.00**	**$727.60**						

Summary for Marshal 3: 956–227–7024

Your Plan

Americas Ch Email & Data 1000
$96.14 monthly charge
1000 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Email & Data Unlimited
Unlimited monthly kilobyte

Data Roam USA/Canada B2B

Beginning on 04/08/13:
22% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

UNL Picture/Video MSG
Unlimited monthly Picture & Video

UNL Text Messaging
Unlimited monthly M2M Text
Unlimited monthly Text Message

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Americas Ch Email & Data 1000	07/02 – 08/01	96.14
22% Access Discount	07/02 – 08/01	–21.15
		$74.99

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1000 (shared)	232	––	––
Mobile to Mobile	*minutes*	unlimited	141	––	––
Night/Weekend	*minutes*	unlimited	22	––	––
Total Voice					$.00
Messaging					
Text	*messages*	unlimited	5	––	––
Unlimited M2M Text	*messages*	unlimited	3	––	––
Picture & Video	*messages*	unlimited	64	––	––
Total Messaging					$.00
Data					
Unbilled Usage from Previous Months					
Kilobyte Usage	*kilobytes*		223	––	––
Current Data Usage					
Kilobyte Usage	*kilobytes*	unlimited	29,073	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.14
	$2.14

Total Current Charges for 956–227–7024 **$77.13**

Detail for Marshal 3: 956–227–7024

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/02	1:29A	956–289–3873	Off–Peak	N&W	Mercedes TX	Incoming CL	1	––	––	––
6/02	3:20P	956–239–1180	Off–Peak	N&W	Mercedes TX	Incoming CL	1	––	––	––
6/02	10:10P	956–457–1080	Off–Peak	N&W	Mercedes TX	Incoming CL	1	––	––	––
6/03	6:13A	956–457–1080	Peak	PlanAllow	Mercedes TX	Edinburg TX	1	––	––	––
6/03	6:20A	956–457–1080	Peak	PlanAllow	Mercedes TX	Incoming CL	1	––	––	––
6/03	6:29A	956–457–1080	Peak	PlanAllow	Weslaco TX	Edinburg TX	1	––	––	––
6/03	6:32A	956–457–1080	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/03	7:02A	956–490–5358	Peak	PlanAllow	Mercedes TX	Incoming CL	1	––	––	––
6/03	10:47A	956–457–8825	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––

Detail for Marshal 3: 956–227–7024

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/03	11:12A	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/03	12:14P	210–391–1362	Peak	M2MAllow	Edinburg TX	Sanantonio TX	5	––	––	––
6/03	1:05P	956–457–8825	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/03	1:40P	956–358–8557	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
6/03	4:01P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/03	5:08P	877–264–1790	Peak	PlanAllow	Alamo TX	Incoming CL	1	––	––	––
6/03	6:50P	956–289–3873	Peak	M2MAllow	Mercedes TX	Incoming CL	1	––	––	––
6/04	8:36A	956–289–8031	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
6/04	11:45A	956–289–3873	Peak	M2MAllow	Pharr TX	Incoming CL	2	––	––	––
6/04	12:55P	956–279–8713	Peak	PlanAllow	Pharr TX	Edinburg TX	1	––	––	––
6/04	1:15P	956–289–6341	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
6/04	1:54P	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/04	2:09P	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/04	2:19P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/04	2:26P	956–289–6341	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/04	3:09P	956–451–5410	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/04	4:01P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/04	4:36P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/04	4:42P	956–342–0111	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/05	10:54A	956–221–0232	Peak	M2MAllow	Edinburg TX	McAllen TX	2	––	––	––
6/05	11:01A	956–929–0535	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/05	11:02A	956–451–2177	Peak	PlanAllow	Edinburg TX	McAllen TX	2	––	––	––
6/05	11:04A	956–929–0535	Peak	M2MAllow	Edinburg TX	Edinburg TX	3	––	––	––
6/05	11:47A	956–522–4102	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/05	2:26P	956–432–9936	Peak	PlanAllow	Edinburg TX	Mission TX	2	––	––	––
6/05	2:59P	956–929–0535	Peak	M2MAllow	Mission TX	Incoming CL	2	––	––	––
6/05	3:32P	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
6/05	5:08P	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/05	9:08P	956–585–4855	Off–Peak	N&W	Mercedes TX	Incoming CL	2	––	––	––
6/06	8:48A	512–936–3838	Peak	PlanAllow	Mission TX	Austin TX	3	––	––	––
6/06	9:02A	956–537–3367	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
6/06	10:34A	956–537–3367	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
6/06	11:26A	956–289–3873	Peak	M2MAllow	Mission TX	Edinburg TX	2	––	––	––
6/06	12:54P	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	3	––	––	––
6/06	1:00P	956–537–3367	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
6/06	1:10P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/06	1:12P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/06	1:13P	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/06	1:13P	956–393–1848	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/06	1:15P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	5	––	––	––
6/06	1:20P	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/06	1:30P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/06	3:08P	956–487–3739	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/06	5:04P	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/06	5:11P	956–393–1848	Peak	M2MAllow	Pharr TX	Edinburg TX	1	––	––	––

Detail for Marshal 3: 956–227–7024

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/06	5:13P	956–393–1848	Peak	M2MAllow	San Juan TX	Edinburg TX	1	––	––	––
6/06	9:37P	956–393–1848	Off–Peak	N&W	Mercedes TX	Incoming CL	2	––	––	––
6/07	8:40A	956–342–0111	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/07	9:42A	956–289–3873	Peak	M2MAllow	Faysville TX	Incoming CL	1	––	––	––
6/07	9:59A	956–289–3873	Peak	M2MAllow	Faysville TX	Incoming CL	3	––	––	––
6/07	11:05A	956–393–1848	Peak	M2MAllow	Alamo TX	Edinburg TX	1	––	––	––
6/07	11:13A	956–289–3873	Peak	M2MAllow	Alamo TX	Incoming CL	3	––	––	––
6/07	11:15A	956–393–1848	Peak	M2MAllow	San Juan TX	Edinburg TX	1	––	––	––
6/07	11:16A	956–239–1180	Peak	M2MAllow	San Juan TX	Edinburg TX	2	––	––	––
6/07	11:36A	956–239–1180	Peak	M2MAllow	Edinburg TX	Edinburg TX	3	––	––	––
6/07	11:42A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	3	––	––	––
6/07	1:45P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/07	1:55P	956–451–6770	Peak	PlanAllow	Faysville TX	Incoming CL	4	––	––	––
6/07	9:58P	956–393–1848	Off–Peak	N&W	Mercedes TX	Incoming CL	1	––	––	––
6/07	10:26P	956–239–1180	Off–Peak	N&W	Mercedes TX	Edinburg TX	2	––	––	––
6/10	8:33A	956–289–3857	Peak	M2MAllow	Edcouch TX	Incoming CL	1	––	––	––
6/10	10:26A	956–393–1848	Peak	M2MAllow	Linn TX	Incoming CL	1	––	––	––
6/10	10:27A	956–331–1518	Peak	PlanAllow,CallWait	Linn TX	Incoming CL	1	––	––	––
6/10	1:02P	956–331–1518	Peak	PlanAllow	Alamo TX	McAllen TX	2	––	––	––
6/10	1:15P	956–393–1848	Peak	M2MAllow	Alamo TX	Edinburg TX	1	––	––	––
6/11	8:32A	210–391–1362	Peak	M2MAllow	Edinburg TX	Sanantonio TX	2	––	––	––
6/11	8:40A	210–391–1362	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/11	8:54A	956–221–0232	Peak	M2MAllow	Edinburg TX	McAllen TX	2	––	––	––
6/11	1:20P	956–490–5358	Peak	PlanAllow	Faysville TX	Incoming CL	10	––	––	––
6/11	1:52P	956–289–3873	Peak	M2MAllow	Edcouch TX	Incoming CL	2	––	––	––
6/11	3:17P	956–393–1848	Peak	M2MAllow	Weslaco TX	Edinburg TX	2	––	––	––
6/11	3:19P	956–463–8403	Peak	PlanAllow	Weslaco TX	Incoming CL	5	––	––	––
6/11	3:24P	956–289–8400	Peak	PlanAllow	Weslaco TX	Edinburg TX	2	––	––	––
6/11	3:25P	956–535–3984	Peak	PlanAllow	Weslaco TX	Harlingen TX	3	––	––	––
6/12	5:16A	956–393–1848	Off–Peak	N&W	Mercedes TX	Incoming CL	2	––	––	––
6/12	5:25A	956–393–1848	Off–Peak	N&W	Mercedes TX	Edinburg TX	1	––	––	––
6/12	5:29A	956–393–1848	Off–Peak	N&W	Mercedes TX	Incoming CL	1	––	––	––
6/12	9:10A	210–202–6516	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/12	5:17P	956–289–3873	Peak	M2MAllow	Pharr TX	Edinburg TX	1	––	––	––
6/12	5:20P	956–393–1848	Peak	M2MAllow	San Juan TX	Edinburg TX	1	––	––	––
6/12	5:45P	956–393–1848	Peak	M2MAllow	Mercedes TX	Incoming CL	3	––	––	––
6/13	7:45A	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/13	8:11A	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/14	4:49A	956–490–5358	Off–Peak	N&W	Mercedes TX	Harlingen TX	1	––	––	––
6/14	9:00A	956–393–1848	Peak	M2MAllow	Raymondvil TX	Incoming CL	2	––	––	––
6/14	9:32A	210–202–6516	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/14	9:49A	956–289–3873	Peak	M2MAllow	Edcouch TX	Incoming CL	1	––	––	––
6/14	10:07A	956–289–3873	Peak	M2MAllow	Edcouch TX	Edinburg TX	1	––	––	––
6/14	10:09A	956–289–3873	Peak	M2MAllow	Edcouch TX	Incoming CL	3	––	––	––
6/14	10:12A	956–318–2840	Peak	PlanAllow	Edcouch TX	Edinburg TX	3	––	––	––

Detail for Marshal 3: 956–227–7024

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/14	10:46A	956–239–5766	Peak	PlanAllow	Faysville TX	Incoming CL	2	––	––	––
6/14	11:03A	956–393–1848	Peak	M2MAllow	Linn TX	Edinburg TX	2	––	––	––
6/14	1:39P	956–239–5766	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/17	8:21A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/17	10:41A	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/17	11:36A	956–457–2877	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/17	11:39A	956–463–1329	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/18	9:29A	956–874–8120	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/18	9:31A	956–874–8120	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/18	9:32A	956–292–1366	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/18	9:39A	956–393–1848	Peak	M2MAllow	Faysville TX	Edinburg TX	2	––	––	––
6/18	9:56A	956–487–3739	Peak	PlanAllow	Linn TX	Incoming CL	2	––	––	––
6/18	10:13A	512–936–3828	Peak	PlanAllow	Linn TX	Austin TX	1	––	––	––
6/18	10:24A	956–756–4587	Peak	PlanAllow	Linn TX	Incoming CL	3	––	––	––
6/18	10:30A	956–756–4587	Peak	PlanAllow	Linn TX	Incoming CL	1	––	––	––
6/18	12:09P	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/19	7:15A	956–239–1180	Peak	M2MAllow	Pharr TX	Incoming CL	2	––	––	––
6/19	10:52A	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/19	4:18P	956–463–6679	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/19	5:10P	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/20	8:04A	956–457–1080	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/20	8:38A	956–328–9129	Peak	PlanAllow	Edinburg TX	McAllen TX	2	––	––	––
6/20	8:47A	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/20	8:53A	956–874–5196	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/20	1:49P	956–318–2840	Peak	PlanAllow	Alamo TX	Incoming CL	2	––	––	––
6/20	1:55P	956–460–5510	Peak	PlanAllow	Alamo TX	Pharr TX	1	––	––	––
6/20	2:10P	956–560–9757	Peak	PlanAllow	Alamo TX	Incoming CL	3	––	––	––
6/20	2:15P	956–289–3873	Peak	M2MAllow	Alamo TX	Edinburg TX	3	––	––	––
6/20	2:17P	956–318–2840	Peak	PlanAllow	San Juan TX	Edinburg TX	2	––	––	––
6/20	3:12P	956–560–9757	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/20	3:22P	956–560–9757	Peak	PlanAllow	Edinburg TX	McAllen TX	2	––	––	––
6/20	8:30P	956–239–1180	Peak	M2MAllow	Mercedes TX	Edinburg TX	1	––	––	––
6/21	8:44A	956–457–1080	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/21	9:11A	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/21	9:46A	956–227–5914	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/21	10:09A	956–239–1180	Peak	M2MAllow	Weslaco TX	Incoming CL	1	––	––	––
6/21	10:28A	956–239–1180	Peak	M2MAllow	Weslaco TX	Incoming CL	3	––	––	––
6/21	1:29P	956–381–4868	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––
6/21	3:57P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/24	2:22P	956–501–1323	Peak	PlanAllow	Mercedes TX	Incoming CL	1	––	––	––
6/25	8:37A	956–463–6679	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/25	8:55A	956–463–6679	Peak	PlanAllow	Edcouch TX	Weslaco TX	2	––	––	––
6/25	9:53A	706–344–0780	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/25	10:12A	956–451–7220	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/25	10:16A	956–720–4322	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––

Detail for Marshal 3: 956–227–7024

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/25	10:38A	956–289–3857	Peak	M2MAllow	Edinburg TX	Edinburg TX	6	––	––	––
6/25	2:20P	956–437–7597	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
6/26	9:19A	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/26	10:14A	956–854–4098	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/27	8:03A	956–437–7597	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/27	8:37A	956–437–7597	Peak	PlanAllow	Edinburg TX	Roma TX	2	––	––	––
6/27	9:05A	956–414–9385	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
6/27	9:15A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	3	––	––	––
6/27	9:18A	956–414–9385	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
6/27	9:19A	956–330–5083	Peak	PlanAllow,CallWait	Mission TX	Incoming CL	1	––	––	––
6/27	9:19A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
6/27	9:20A	956–330–5083	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
6/27	9:22A	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
6/27	9:35A	956–457–1080	Peak	PlanAllow	Mission TX	Edinburg TX	2	––	––	––
6/27	9:38A	956–414–9385	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
6/27	9:41A	956–414–9385	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
6/27	9:44A	956–445–2721	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
6/27	10:04A	956–225–8877	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
6/27	10:04A	956–225–8877	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
6/27	10:04A	956–414–9385	Peak	PlanAllow,CallWait	Mission TX	Incoming CL	1	––	––	––
6/27	10:05A	956–225–8877	Peak	PlanAllow,CallWait	Mission TX	McAllen TX	1	––	––	––
6/27	10:05A	956–225–8877	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
6/27	10:08A	956–225–8877	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
6/27	10:15A	281–854–4225	Peak	PlanAllow	Mission TX	Alief TX	3	––	––	––
6/27	10:27A	956–458–9189	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
6/27	10:34A	956–457–1080	Peak	PlanAllow	Mission TX	Edinburg TX	2	––	––	––
6/27	10:44A	956–432–5038	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
6/27	10:44A	956–278–6480	Peak	PlanAllow,CallWait	Mission TX	Incoming CL	1	––	––	––
6/27	10:47A	956–432–5038	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
6/27	10:55A	956–330–5083	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
6/27	11:01A	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
6/27	11:01A	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
6/27	11:03A	956–393–1848	Peak	M2MAllow	Mission TX	Incoming CL	2	––	––	––
6/27	11:06A	956–328–1205	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
6/27	11:07A	956–328–1205	Peak	PlanAllow	Mission TX	McAllen TX	2	––	––	––
6/27	11:13A	956–414–9142	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
6/27	11:38A	956–414–9142	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
6/27	11:47A	956–862–0855	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
6/27	11:48A	956–862–0855	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
6/27	11:49A	956–862–0855	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
6/27	11:57A	956–862–0855	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
6/27	12:00P	956–862–0855	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
6/27	12:14P	305–321–2840	Peak	PlanAllow	Mission TX	Miami FL	1	––	––	––
6/27	12:19P	956–239–1180	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
6/27	1:01P	956–328–1205	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––

Detail for Marshal 3: 956–227–7024

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/27	1:03P	305–321–2840	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/27	2:13P	956–330–5083	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/27	2:34P	956–330–5083	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
6/27	2:35P	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/27	4:25P	956–262–2272	Peak	PlanAllow	Edinburg TX	Incoming CL	7	––	––	––
6/27	4:31P	956–337–7720	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/27	6:45P	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/27	8:20P	956–292–1366	Peak	PlanAllow	Mercedes TX	Incoming CL	2	––	––	––
6/28	8:03A	956–457–1080	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/28	10:47A	956–414–9385	Peak	PlanAllow	Alamo TX	Incoming CL	1	––	––	––
6/28	1:55P	956–414–9385	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/28	2:57P	956–432–9936	Peak	PlanAllow	Edinburg TX	Mission TX	1	––	––	––
6/28	2:57P	956–600–1318	Peak	PlanAllow	Edinburg TX	Mission TX	1	––	––	––
6/28	2:58P	956–432–9936	Peak	PlanAllow	Edinburg TX	Mission TX	3	––	––	––
7/01	4:47A	956–383–8114	Off–Peak	N&W	Mercedes TX	Edinburg TX	2	––	––	––
7/01	5:23A	956–289–3873	Off–Peak	N&W	Mercedes TX	Incoming CL	5	––	––	––
7/01	8:41A	956–414–9385	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
7/01	8:42A	956–414–9385	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
7/01	8:51A	956–821–4691	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
7/01	8:54A	956–821–4691	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
7/01	8:56A	956–212–0614	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
7/01	9:00A	956–929–0444	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
7/01	9:20A	956–874–5065	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
7/01	9:22A	956–414–9385	Peak	PlanAllow	Mission TX	McAllen TX	2	––	––	––
7/01	9:30A	956–579–5803	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
7/01	9:42A	956–400–4341	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
7/01	9:49A	956–579–5803	Peak	PlanAllow	Mission TX	Brownsvl TX	4	––	––	––
7/01	10:52A	956–905–5282	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
7/01	11:09A	956–239–1180	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
7/01	11:24A	956–432–9936	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
7/01	11:24A	956–579–5803	Peak	PlanAllow	Mission TX	Brownsvl TX	3	––	––	––
7/01	11:27A	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
7/01	12:50P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	3	––	––	––

Summary for Marshal 1: 956–239–1180

Your Plan

Americas Ch Email & Data 1000
$96.14 monthly charge
1000 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Email & Data Unlimited
Unlimited monthly kilobyte

Data Roam USA/Canada B2B

Beginning on 04/08/13:
22% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

UNL Picture/Video MSG
Unlimited monthly Picture & Video

UNL Text Messaging
Unlimited monthly M2M Text
Unlimited monthly Text Message

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Americas Ch Email & Data 1000	07/02 – 08/01	96.14
22% Access Discount	07/02 – 08/01	–21.15
		$74.99

Usage and Purchase Charges

Voice		**Allowance**	**Used**	**Billable**	**Cost**
SharePlan	*minutes*	1000 (shared)	588	––	––
Mobile to Mobile	*minutes*	unlimited	151	––	––
Night/Weekend	*minutes*	unlimited	159	––	––
Total Voice					$.00
Messaging					
Text	*messages*	unlimited	531	––	––
Unlimited M2M Text	*messages*	unlimited	155	––	––
Picture & Video	*messages*	unlimited	58	––	––
Total Messaging					$.00
Data					
Unbilled Usage from Previous Months					
Kilobyte Usage	*kilobytes*		2898	––	––
Current Data Usage					
Kilobyte Usage	*kilobytes*	unlimited	1,948,279	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.14
	$2.14

Total Current Charges for 956–239–1180 **$77.13**

Detail for Marshal 1: 956–239–1180

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/02	9:14A	956–393–1848	Off–Peak	N&W	Edinburg TX	Edinburg TX	1	––	––	––
6/02	9:34A	586–596–4513	Off–Peak	N&W	Donna TX	Roseville MI	1	––	––	––
6/02	9:36A	586–596–4513	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/02	9:39A	956–212–3967	Off–Peak	N&W	Weslaco TX	Incoming CL	3	––	––	––
6/02	9:44A	956–354–9024	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/02	10:37A	956–975–7000	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––
6/02	11:54A	956–292–3257	Off–Peak	N&W	Mercedes TX	Edinburg TX	1	––	––	––
6/02	12:20P	956–328–9129	Off–Peak	N&W	Mercedes TX	McAllen TX	4	––	––	––
6/02	1:30P	956–650–0291	Off–Peak	N&W	Pharr TX	Weslaco TX	1	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/02	1:58P	956–975–7000	Off–Peak	N&W	McAllen TX	Incoming CL	1	––	––	––
6/02	2:06P	956–650–0291	Off–Peak	N&W	McAllen TX	Incoming CL	1	––	––	––
6/02	3:20P	956–227–7024	Off–Peak	N&W	San Juan TX	McAllen TX	2	––	––	––
6/02	3:33P	956–821–2909	Off–Peak	N&W	Mercedes TX	Incoming CL	3	––	––	––
6/02	3:49P	956–292–3257	Off–Peak	N&W	Mercedes TX	Incoming CL	2	––	––	––
6/02	3:52P	956–564–0083	Off–Peak	N&W	Mercedes TX	Incoming CL	3	––	––	––
6/02	4:38P	956–219–3916	Off–Peak	N&W	Mercedes TX	Incoming CL	1	––	––	––
6/02	7:05P	956–355–7378	Off–Peak	N&W	Mercedes TX	Weslaco TX	1	––	––	––
6/03	6:31A	956–457–1080	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/03	6:49A	956–457–1080	Peak	PlanAllow	Weslaco TX	Edinburg TX	1	––	––	––
6/03	6:51A	956–463–4196	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/03	6:56A	956–534–5157	Peak	PlanAllow	Mercedes TX	Incoming CL	1	––	––	––
6/03	6:57A	956–393–1848	Peak	M2MAllow	Mercedes TX	Edinburg TX	1	––	––	––
6/03	7:02A	956–975–7000	Peak	PlanAllow	Mercedes TX	Weslaco TX	1	––	––	––
6/03	7:03A	956–289–3873	Peak	M2MAllow	Mercedes TX	Edinburg TX	1	––	––	––
6/03	7:07A	956–975–7000	Peak	PlanAllow	Mercedes TX	Weslaco TX	1	––	––	––
6/03	10:00A	956–383–7691	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/03	11:32A	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/03	11:32A	956–975–7000	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/03	11:33A	956–463–4196	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/03	11:35A	586–596–4513	Peak	M2MAllow	Weslaco TX	Roseville MI	2	––	––	––
6/03	11:36A	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/03	11:37A	956–975–7000	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/03	11:37A	956–463–4196	Peak	PlanAllow	Weslaco TX	Weslaco TX	2	––	––	––
6/03	11:39A	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/03	11:40A	956–975–7000	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/03	11:47A	586–596–4513	Peak	M2MAllow	Weslaco TX	Roseville MI	1	––	––	––
6/03	12:04P	956–463–4196	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/03	12:51P	956–225–8670	Peak	PlanAllow	Weslaco TX	Incoming CL	3	––	––	––
6/03	5:12P	956–975–7000	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/03	8:23P	956–463–2168	Peak	PlanAllow	Weslaco TX	Weslaco TX	2	––	––	––
6/03	8:40P	956–975–7000	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/03	9:45P	956–975–7000	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/04	7:43A	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/04	7:56A	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/04	10:23A	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/04	10:42A	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	2	––	––	––
6/04	10:48A	956–328–9129	Peak	PlanAllow	Weslaco TX	Incoming CL	4	––	––	––
6/04	11:18A	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	2	––	––	––
6/04	11:57A	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	3	––	––	––
6/04	12:04P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/04	1:07P	956–367–3683	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/04	1:22P	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/04	1:53P	972–532–5003	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/04	2:03P	956–463–4196	Peak	PlanAllow	Weslaco TX	Weslaco TX	3	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/04	3:05P	956–279–1068	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/04	3:35P	956–363–4951	Peak	PlanAllow	Weslaco TX	Weslaco TX	2	––	––	––
6/04	3:58P	956–463–2168	Peak	PlanAllow	Weslaco TX	Weslaco TX	2	––	––	––
6/04	5:51P	956–472–3229	Peak	PlanAllow	Weslaco TX	Incoming CL	9	––	––	––
6/04	6:04P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/04	6:16P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/04	7:06P	956–566–5864	Peak	M2MAllow	Weslaco TX	Incoming CL	2	––	––	––
6/04	7:10P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/05	7:26A	956–457–4236	Peak	PlanAllow	Weslaco TX	Incoming CL	3	––	––	––
6/05	8:33A	956–358–5829	Peak	M2MAllow	Weslaco TX	Incoming CL	2	––	––	––
6/05	8:36A	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/05	9:01A	956–463–4196	Peak	PlanAllow	Weslaco TX	Weslaco TX	3	––	––	––
6/05	9:12A	251–660–0662	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/05	10:58A	956–351–1440	Peak	PlanAllow	Mercedes TX	Weslaco TX	1	––	––	––
6/05	11:56A	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	7	––	––	––
6/05	12:58P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	3	––	––	––
6/05	2:48P	956–720–1331	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/05	3:09P	956–279–5613	Peak	M2MAllow	Weslaco TX	Incoming CL	1	––	––	––
6/05	3:40P	956–532–1091	Peak	M2MAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/05	3:41P	956–532–1091	Peak	M2MAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/05	3:45P	956–532–1091	Peak	M2MAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/05	3:46P	956–650–2509	Peak	M2MAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/05	4:04P	956–650–2509	Peak	M2MAllow	Weslaco TX	Weslaco TX	4	––	––	––
6/05	4:09P	956–650–2509	Peak	M2MAllow	Mercedes TX	Incoming CL	1	––	––	––
6/05	4:15P	956–330–8052	Peak	PlanAllow	Weslaco TX	Incoming CL	5	––	––	––
6/05	4:16P	956–212–1020	Peak	M2MAllow,CallWait	Weslaco TX	Incoming CL	1	––	––	––
6/05	4:44P	956–650–2509	Peak	M2MAllow	Weslaco TX	Incoming CL	1	––	––	––
6/05	5:32P	956–638–6460	Peak	M2MAllow	Weslaco TX	Incoming CL	1	––	––	––
6/05	6:01P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/06	8:28A	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/06	8:36A	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/06	10:22A	956–975–7000	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/06	10:33A	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/06	10:37A	956–393–1848	Peak	M2MAllow	Weslaco TX	Incoming CL	1	––	––	––
6/06	10:38A	956–975–4574	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/06	10:39A	956–393–1848	Peak	M2MAllow	Weslaco TX	Edinburg TX	1	––	––	––
6/06	10:55A	210–892–0489	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/06	4:12P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/06	4:14P	956–432–9936	Peak	PlanAllow	Weslaco TX	Mission TX	1	––	––	––
6/06	5:12P	956–457–1080	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/06	9:21P	956–975–7000	Off–Peak	N&W	Weslaco TX	Incoming CL	3	––	––	––
6/06	9:24P	956–472–2415	Off–Peak	N&W	Weslaco TX	Incoming CL	3	––	––	––
6/06	9:25P	956–975–7000	Off–Peak	N&W,CallWait	Weslaco TX	Incoming CL	1	––	––	––
6/06	9:39P	956–975–9227	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––
6/06	9:46P	956–472–2415	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/07	8:11A	956–289–6549	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/07	10:46A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/07	10:49A	956–289–6549	Peak	PlanAllow,CallWait	Edinburg TX	Incoming CL	1	––	––	––
6/07	11:16A	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/07	11:36A	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/07	11:38A	956–318–2615	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/07	11:41A	956–318–2615	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/07	1:38P	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/07	2:25P	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/07	2:36P	956–318–2615	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/07	5:06P	940–337–3698	Peak	M2MAllow	Weslaco TX	Incoming CL	4	––	––	––
6/07	5:37P	956–975–7000	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/07	6:38P	956–975–7000	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/07	6:42P	956–393–1848	Peak	M2MAllow	Weslaco TX	Edinburg TX	1	––	––	––
6/07	9:16P	956–463–2168	Off–Peak	N&W	Weslaco TX	Incoming CL	4	––	––	––
6/07	9:57P	956–650–0309	Off–Peak	N&W	Weslaco TX	Weslaco TX	2	––	––	––
6/07	10:01P	956–650–0309	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––
6/07	10:01P	956–244–6842	Off–Peak	N&W	Weslaco TX	Harlingen TX	2	––	––	––
6/07	10:26P	956–227–7024	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/07	11:00P	956–219–3916	Off–Peak	N&W	Mercedes TX	Edinburg TX	2	––	––	––
6/07	11:03P	956–219–3916	Off–Peak	N&W	Mercedes TX	Incoming CL	1	––	––	––
6/08	10:44A	956–975–9227	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––
6/08	10:45A	956–975–9227	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––
6/08	10:46A	956–975–9227	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/08	11:01A	956–463–4196	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/08	11:09A	956–975–9227	Off–Peak	N&W	Weslaco TX	Weslaco TX	3	––	––	––
6/08	11:11A	956–975–9227	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/08	11:16A	956–475–6735	Off–Peak	N&W	Weslaco TX	Incoming CL	4	––	––	––
6/08	11:44A	956–975–7000	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/08	12:21P	956–975–7000	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/08	12:26P	956–363–4951	Off–Peak	N&W	Weslaco TX	Incoming CL	4	––	––	––
6/08	12:32P	956–975–9227	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/08	12:33P	956–463–2168	Off–Peak	N&W,CallWait	Weslaco TX	Incoming CL	3	––	––	––
6/08	12:36P	956–975–9227	Off–Peak	N&W,CallWait	Weslaco TX	Incoming CL	1	––	––	––
6/08	1:14P	956–475–6735	Off–Peak	N&W	Pharr TX	Incoming CL	2	––	––	––
6/08	1:56P	956–463–4196	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/08	7:25P	956–975–9227	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––
6/10	8:37A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/10	8:40A	956–278–1042	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/10	8:57A	956–357–1519	Peak	M2MAllow	Edinburg TX	Incoming CL	4	––	––	––
6/10	9:33A	956–457–1080	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/10	9:37A	956–573–2052	Peak	PlanAllow	Edinburg TX	Rigrandecy TX	1	––	––	––
6/10	9:44A	956–219–3916	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/10	10:29A	956–219–3916	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/10	10:53A	956–318–2615	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/10	11:00A	956–289–6549	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––
6/10	11:07A	407–242–3280	Peak	PlanAllow	Edinburg TX	Incoming CL	5	––	––	––
6/10	12:41P	407–242–3280	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/10	12:42P	801–492–4785	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/10	12:42P	407–242–3280	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/10	1:38P	956–369–0908	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/10	2:03P	956–225–8670	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/10	2:32P	956–225–8670	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/10	5:58P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/11	8:26A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/11	11:48A	956–566–0388	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/11	11:49A	956–566–0388	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
6/11	11:56A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/11	12:00P	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/11	12:26P	956–432–9936	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/11	12:58P	956–566–0388	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/11	5:10P	956–402–4900	Peak	PlanAllow	Weslaco TX	Incoming CL	4	––	––	––
6/11	6:38P	956–393–1848	Peak	M2MAllow	Weslaco TX	Incoming CL	1	––	––	––
6/11	8:45P	940–337–3698	Peak	M2MAllow	Weslaco TX	Incoming CL	10	––	––	––
6/12	7:54A	956–289–6549	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/12	8:32A	956–532–0420	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/12	8:54A	956–605–0760	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/12	8:55A	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/12	9:33A	956–605–0760	Peak	PlanAllow	Mercedes TX	Incoming CL	17	––	––	––
6/12	10:06A	956–638–1411	Peak	M2MAllow	Brownsvill TX	Incoming CL	3	––	––	––
6/12	11:30A	956–318–2615	Peak	PlanAllow	Brownsvill TX	Incoming CL	2	––	––	––
6/12	11:57A	956–975–9227	Peak	PlanAllow	Brownsvill TX	Incoming CL	2	––	––	––
6/12	11:59A	956–638–1411	Peak	M2MAllow	Brownsvill TX	McAllen TX	2	––	––	––
6/12	12:00P	956–638–1411	Peak	M2MAllow	Brownsvill TX	McAllen TX	1	––	––	––
6/12	1:08P	956–638–1411	Peak	M2MAllow	Brownsvill TX	Incoming CL	1	––	––	––
6/12	4:18P	956–522–4639	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/12	4:50P	956–393–1848	Peak	M2MAllow	Donna TX	Edinburg TX	1	––	––	––
6/12	4:51P	956–393–1848	Peak	M2MAllow	Donna TX	Edinburg TX	1	––	––	––
6/12	5:27P	956–289–6549	Peak	PlanAllow	Weslaco TX	Incoming CL	19	––	––	––
6/12	5:46P	956–227–5914	Peak	PlanAllow	Weslaco TX	McAllen TX	1	––	––	––
6/12	5:46P	956–457–7428	Peak	PlanAllow	Weslaco TX	Edinburg TX	2	––	––	––
6/12	5:48P	956–393–1848	Peak	M2MAllow	Weslaco TX	Incoming CL	5	––	––	––
6/12	6:04P	956–975–9227	Peak	PlanAllow	Pharr TX	Incoming CL	2	––	––	––
6/12	7:50P	956–975–7000	Peak	PlanAllow	Pharr TX	Incoming CL	8	––	––	––
6/12	7:57P	956–975–9227	Peak	PlanAllow	Pharr TX	Weslaco TX	1	––	––	––
6/12	8:04P	956–975–7000	Peak	PlanAllow	Donna TX	Incoming CL	10	––	––	––
6/13	7:43A	956–289–6549	Peak	PlanAllow	Mission TX	Edinburg TX	3	––	––	––
6/13	7:45A	956–227–7024	Peak	M2MAllow	Mission TX	McAllen TX	2	––	––	––
6/13	7:47A	956–460–2217	Peak	PlanAllow	Mission TX	Pharr TX	2	––	––	––
6/13	7:51A	956–975–9227	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/13	8:16A	956–328–9129	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
6/13	8:50A	956–383–8114	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
6/13	9:10A	956–328–9129	Peak	PlanAllow	Mission TX	McAllen TX	3	––	––	––
6/13	9:44A	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
6/13	10:42A	956–367–3683	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
6/13	10:50A	956–890–0020	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
6/13	1:07P	956–638–1411	Peak	M2MAllow	Mission TX	McAllen TX	1	––	––	––
6/13	3:18P	956–457–1080	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
6/13	3:50P	956–522–4639	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
6/13	4:09P	956–367–3683	Peak	PlanAllow	Donna TX	Incoming CL	1	––	––	––
6/13	5:12P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/14	8:39A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/14	8:40A	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/14	8:45A	956–457–1080	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
6/14	8:49A	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/14	10:54A	956–638–1411	Peak	M2MAllow	Mission TX	Incoming CL	2	––	––	––
6/14	11:08A	956–466–4657	Peak	PlanAllow	Pharr TX	Incoming CL	2	––	––	––
6/14	11:25A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/14	12:17P	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/14	1:11P	956–638–1411	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
6/14	1:50P	956–638–1411	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
6/14	2:05P	956–638–1411	Peak	M2MAllow	Edinburg TX	McAllen TX	2	––	––	––
6/14	2:28P	956–638–1411	Peak	M2MAllow	Pharr TX	McAllen TX	2	––	––	––
6/15	9:23A	956–363–4951	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/15	11:32A	956–975–7000	Off–Peak	N&W	Pharr TX	Weslaco TX	1	––	––	––
6/15	1:17P	956–975–7340	Off–Peak	N&W	Pharr TX	Incoming CL	1	––	––	––
6/15	1:46P	956–975–9537	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/15	4:01P	956–463–4196	Off–Peak	N&W	Weslaco TX	Weslaco TX	5	––	––	––
6/15	4:06P	956–463–4196	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/15	6:01P	956–975–9537	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/15	7:10P	956–975–7000	Off–Peak	N&W	Weslaco TX	Incoming CL	3	––	––	––
6/15	9:05P	956–463–2168	Off–Peak	N&W	Weslaco TX	Incoming CL	4	––	––	––
6/16	11:16A	210–831–0988	Off–Peak	N&W	Weslaco TX	Incoming CL	3	––	––	––
6/16	12:11P	956–975–9227	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/16	1:33P	956–532–0668	Off–Peak	N&W	Weslaco TX	Incoming CL	9	––	––	––
6/16	4:43P	956–355–7378	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––
6/16	4:48P	956–355–7378	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/16	7:33P	956–975–7000	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/16	10:24P	956–975–7000	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––
6/17	8:05A	956–605–0760	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/17	8:15A	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/17	8:27A	956–227–5914	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/17	9:15A	405–227–9167	Peak	PlanAllow	Weslaco TX	Okla City OK	2	––	––	––
6/17	9:18A	956–318–2656	Peak	PlanAllow	Weslaco TX	Edinburg TX	2	––	––	––
6/17	10:41A	956–457–1772	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/17	10:46A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/17	10:57A	956–584–4335	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/17	11:04A	956–929–8701	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/17	11:30A	956–318–2615	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/17	12:08P	956–227–5914	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/17	12:09P	956–227–5914	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/17	2:41P	956–457–1080	Peak	PlanAllow	Edinburg TX	Edinburg TX	3	––	––	––
6/17	3:01P	956–244–6842	Peak	PlanAllow	Edinburg TX	Incoming CL	13	––	––	––
6/17	3:28P	956–638–1411	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/17	5:03P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/17	6:20P	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	2	––	––	––
6/17	6:22P	956–975–7000	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/17	7:43P	956–355–7378	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/17	7:54P	956–355–7378	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/17	8:03P	956–355–7378	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/17	8:08P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/17	9:12P	956–878–4822	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/18	7:31A	956–393–1848	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/18	7:50A	972–865–6192	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/18	8:21A	956–432–9936	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/18	9:31A	956–681–2500	Peak	PlanAllow	Edinburg TX	Incoming CL	6	––	––	––
6/18	9:45A	956–432–9936	Peak	PlanAllow	Edinburg TX	Incoming CL	5	––	––	––
6/18	12:07P	956–289–6549	Peak	PlanAllow	Pharr TX	Edinburg TX	1	––	––	––
6/18	12:55P	956–975–9227	Peak	PlanAllow	Pharr TX	Incoming CL	3	––	––	––
6/18	2:16P	956–475–6735	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/18	4:38P	956–318–2656	Peak	PlanAllow	Weslaco TX	Incoming CL	4	––	––	––
6/18	5:52P	956–330–0387	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/18	5:54P	956–393–1848	Peak	M2MAllow	Weslaco TX	Edinburg TX	2	––	––	––
6/18	5:56P	956–330–0387	Peak	PlanAllow	Weslaco TX	Edinburg TX	1	––	––	––
6/18	6:04P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/18	8:10P	956–463–4196	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/18	9:29P	956–463–4196	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/19	7:13A	956–393–1848	Peak	M2MAllow	Alamo TX	Edinburg TX	2	––	––	––
6/19	7:14A	956–457–1080	Peak	PlanAllow	Alamo TX	Edinburg TX	1	––	––	––
6/19	7:15A	956–227–7024	Peak	M2MAllow	San Juan TX	McAllen TX	3	––	––	––
6/19	7:28A	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/19	7:49A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/19	7:51A	956–289–3857	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/19	7:56A	956–393–1848	Peak	M2MAllow	Faysville TX	Incoming CL	1	––	––	––
6/19	8:01A	956–463–4196	Peak	PlanAllow	Linn TX	Incoming CL	3	––	––	––
6/19	8:02A	956–393–1848	Peak	M2MAllow,CallWait	Linn TX	Incoming CL	1	––	––	––
6/19	8:04A	956–463–4196	Peak	PlanAllow	Edinburg TX	Weslaco TX	3	––	––	––
6/19	9:12A	956–681–2500	Peak	PlanAllow	Faysville TX	Incoming CL	1	––	––	––
6/19	10:34A	956–457–1080	Peak	PlanAllow	Faysville TX	Edinburg TX	1	––	––	––
6/19	10:35A	956–393–1848	Peak	M2MAllow	Linn TX	Edinburg TX	2	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/19	10:50A	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/19	10:52A	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	3	––	––	––
6/19	11:41A	956–975–9227	Peak	PlanAllow	Edinburg TX	Weslaco TX	1	––	––	––
6/19	11:51A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––
6/19	12:09P	956–463–4196	Peak	PlanAllow	Edinburg TX	Weslaco TX	1	––	––	––
6/19	12:20P	956–975–9227	Peak	PlanAllow	Edinburg TX	Weslaco TX	1	––	––	––
6/19	12:30P	956–975–9227	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
6/19	12:32P	956–975–9227	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
6/19	12:52P	956–472–3229	Peak	PlanAllow	Pharr TX	Incoming CL	5	––	––	––
6/19	1:14P	888–537–5503	Peak	PlanAllow	Pharr TX	Toll–Free CL	3	––	––	––
6/19	1:18P	888–537–5503	Peak	PlanAllow	Pharr TX	Toll–Free CL	1	––	––	––
6/19	1:36P	956–289–6549	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
6/19	1:37P	956–289–6549	Peak	PlanAllow	McAllen TX	Edinburg TX	3	––	––	––
6/19	3:48P	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/19	4:02P	956–219–9560	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/19	4:44P	956–289–6549	Peak	PlanAllow	Pharr TX	Incoming CL	4	––	––	––
6/19	4:47P	956–318–2656	Peak	PlanAllow	San Juan TX	Edinburg TX	2	––	––	––
6/19	5:06P	956–373–6222	Peak	PlanAllow	Weslaco TX	Weslaco TX	2	––	––	––
6/19	5:10P	956–373–6222	Peak	PlanAllow	Weslaco TX	Incoming CL	4	––	––	––
6/19	5:59P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/19	6:00P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	4	––	––	––
6/19	6:22P	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/19	6:28P	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/19	8:35P	956–463–2168	Peak	PlanAllow	McAllen TX	Weslaco TX	1	––	––	––
6/20	8:01A	956–289–6549	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/20	10:13A	956–532–0420	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
6/20	11:08A	956–532–0420	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
6/20	11:31A	956–968–5555	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/20	11:40A	956–532–0420	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/20	12:45P	956–975–9227	Peak	PlanAllow	Edinburg TX	Weslaco TX	1	––	––	––
6/20	1:16P	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/20	1:30P	956–975–9227	Peak	PlanAllow	Edinburg TX	Weslaco TX	1	––	––	––
6/20	1:54P	956–244–6842	Peak	PlanAllow	Edinburg TX	Harlingen TX	1	––	––	––
6/20	1:55P	956–244–6842	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/20	1:56P	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/20	1:57P	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/20	3:28P	956–982–5466	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/20	3:59P	956–975–6444	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/20	4:34P	956–318–2660	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/20	6:01P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/20	8:30P	956–227–7024	Peak	M2MAllow	McAllen TX	Incoming CL	1	––	––	––
6/21	9:59A	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/21	10:09A	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
6/21	10:28A	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	3	––	––	––
6/21	11:04A	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/21	1:00P	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/21	1:03P	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/21	1:26P	956–463–4196	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/21	2:55P	956–975–9227	Peak	PlanAllow	Edinburg TX	Weslaco TX	2	––	––	––
6/21	3:21P	956–975–9227	Peak	PlanAllow	Edinburg TX	Weslaco TX	2	––	––	––
6/21	5:19P	956–463–4196	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/21	7:07P	956–975–7340	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/22	10:15A	956–761–2212	Off–Peak	N&W	Weslaco TX	Portisabel TX	1	––	––	––
6/22	3:55P	956–975–7340	Off–Peak	N&W	Harlingen TX	Weslaco TX	2	––	––	––
6/22	4:09P	956–975–7340	Off–Peak	N&W	Harlingen TX	Incoming CL	1	––	––	––
6/23	3:38P	Unavailable	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/23	3:38P	956–975–9227	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––
6/23	4:10P	956–463–4196	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/23	4:12P	956–975–9227	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/23	5:08P	956–975–9227	Off–Peak	N&W	Weslaco TX	Weslaco TX	2	––	––	––
6/23	8:42P	956–239–2595	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/24	7:14A	956–393–1848	Peak	M2MAllow	Pharr TX	Edinburg TX	1	––	––	––
6/24	8:43A	956–573–2052	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/24	9:07A	956–650–0309	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/24	9:29A	956–383–1615	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/24	11:23A	956–318–2660	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/24	11:40A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/24	12:29P	956–432–9936	Peak	PlanAllow	Edinburg TX	Incoming CL	10	––	––	––
6/24	12:39P	956–975–9227	Peak	PlanAllow	Edinburg TX	Weslaco TX	3	––	––	––
6/24	2:03P	956–683–4420	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––
6/24	3:47P	956–402–4900	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/24	6:02P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/25	7:42A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/25	8:37A	956–578–1839	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/25	9:13A	956–534–1889	Peak	PlanAllow	Edcouch TX	Incoming CL	2	––	––	––
6/25	9:19A	956–578–1839	Peak	M2MAllow	Edcouch TX	McAllen TX	3	––	––	––
6/25	9:30A	956–492–7285	Peak	M2MAllow	Alamo TX	Harlingen TX	2	––	––	––
6/25	9:56A	956–369–0542	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/25	10:23A	956–328–7027	Peak	PlanAllow	Edinburg TX	McAllen TX	2	––	––	––
6/25	10:24A	956–328–7027	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
6/25	10:25A	956–328–7027	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
6/25	10:26A	956–534–5157	Peak	PlanAllow	Edinburg TX	McAllen TX	2	––	––	––
6/25	10:29A	956–534–1540	Peak	PlanAllow	Edinburg TX	McAllen TX	3	––	––	––
6/25	11:36A	956–457–1080	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/25	11:56A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/25	1:02P	956–318–2615	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/25	1:03P	956–227–5914	Peak	PlanAllow	Edinburg TX	McAllen TX	2	––	––	––
6/25	3:35P	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
6/25	3:36P	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/25	3:56P	956–393–1848	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/25	3:57P	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/25	6:00P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/25	8:02P	956–463–4196	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/26	9:34A	956–383–7691	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/26	11:18A	956–328–9129	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/26	11:28A	956–318–2615	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/26	11:30A	956–313–5848	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
6/26	11:33A	956–313–5848	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
6/26	11:51A	956–313–5848	Peak	PlanAllow	Mission TX	Incoming CL	8	––	––	––
6/26	12:08P	956–457–7428	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
6/26	12:30P	956–655–7592	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
6/26	12:58P	956–975–9227	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
6/26	1:28P	302–333–8726	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
6/26	1:53P	956–369–0542	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
6/26	4:41P	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/26	4:41P	956–457–1080	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/26	4:43P	956–457–1080	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/26	4:50P	956–454–1098	Peak	M2MAllow	Alamo TX	Incoming CL	2	––	––	––
6/26	4:51P	956–393–1848	Peak	M2MAllow	Alamo TX	Edinburg TX	1	––	––	––
6/26	4:55P	956–342–4885	Peak	PlanAllow	Weslaco TX	McAllen TX	2	––	––	––
6/26	6:18P	956–975–9227	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/27	8:45A	956–402–4900	Peak	PlanAllow	Edinburg TX	Pharr TX	1	––	––	––
6/27	9:21A	956–457–1080	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/27	9:24A	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/27	10:12A	956–383–7691	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/27	11:56A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/27	12:19P	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
6/27	3:25P	956–369–0908	Peak	PlanAllow	Edinburg TX	Incoming CL	6	––	––	––
6/27	5:01P	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/27	5:01P	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/27	5:15P	956–975–9227	Peak	PlanAllow	Edinburg TX	Weslaco TX	1	––	––	––
6/27	5:16P	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/27	7:13P	956–289–9413	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/27	7:21P	956–393–1848	Peak	M2MAllow	Weslaco TX	Edinburg TX	1	––	––	––
6/27	7:56P	956–393–1848	Peak	M2MAllow	Weslaco TX	Incoming CL	1	––	––	––
6/27	7:58P	956–289–6549	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/28	8:12A	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/28	10:12A	956–687–4646	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/28	10:42A	956–367–3683	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/28	11:34A	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/28	12:14P	956–227–0696	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
6/28	1:10P	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/28	2:48P	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/28	2:51P	956–605–0760	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/28	2:54P	956–463–6826	Peak	PlanAllow	Edinburg TX	Weslaco TX	3	––	––	––

Detail for Marshal 1: 956–239–1180

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/28	2:57P	956–292–3653	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/28	2:59P	956–605–0760	Peak	PlanAllow	Edinburg TX	Edinburg TX	5	––	––	––
6/28	3:03P	956–463–6826	Peak	PlanAllow	Edinburg TX	Weslaco TX	8	––	––	––
6/28	3:10P	956–534–5157	Peak	PlanAllow	Edinburg TX	McAllen TX	5	––	––	––
6/28	3:15P	956–457–2803	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/28	3:27P	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/28	3:29P	956–534–5157	Peak	PlanAllow,CallWait	Edinburg TX	Incoming CL	3	––	––	––
6/28	3:34P	956–457–2803	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/28	3:36P	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/28	3:54P	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/28	5:03P	956–463–4196	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/28	5:18P	956–227–0696	Peak	PlanAllow	Weslaco TX	Incoming CL	6	––	––	––
6/28	5:26P	956–463–4196	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/29	10:59A	575–613–7468	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/29	12:32P	956–975–7000	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/29	4:52P	956–463–4196	Off–Peak	N&W	Weslaco TX	Weslaco TX	3	––	––	––
6/29	5:02P	956–975–9227	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/29	5:05P	956–975–9227	Off–Peak	N&W	Weslaco TX	Weslaco TX	1	––	––	––
6/29	5:14P	956–975–9227	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/29	5:22P	956–975–9227	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/29	5:22P	956–975–9227	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/29	7:57P	956–975–9227	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/29	10:11P	956–463–4196	Off–Peak	N&W	Weslaco TX	Incoming CL	2	––	––	––
6/30	12:23P	940–337–3698	Off–Peak	N&W	Edinburg TX	Wichitafls TX	1	––	––	––
6/30	5:15P	956–532–1091	Off–Peak	N&W	Weslaco TX	Incoming CL	3	––	––	––
7/01	8:32A	956–310–9637	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
7/01	8:49A	956–310–9637	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
7/01	9:13A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
7/01	9:14A	956–328–9129	Peak	PlanAllow	Edinburg TX	McAllen TX	2	––	––	––
7/01	10:54A	956–534–5157	Peak	PlanAllow	Edinburg TX	McAllen TX	4	––	––	––
7/01	11:09A	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
7/01	11:51A	956–475–6735	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
7/01	12:00P	956–975–9227	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
7/01	2:03P	956–383–7691	Peak	PlanAllow	Edinburg TX	Incoming CL	5	––	––	––
7/01	2:38P	956–383–7691	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
7/01	4:46P	956–289–6549	Peak	PlanAllow	Pharr TX	Edinburg TX	1	––	––	––
7/01	5:04P	956–289–6549	Peak	PlanAllow	Weslaco TX	Incoming CL	8	––	––	––
7/01	5:22P	956–532–1091	Peak	M2MAllow	Weslaco TX	Incoming CL	9	––	––	––
7/01	5:30P	956–975–9227	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
7/01	5:58P	956–929–0271	Peak	M2MAllow	Weslaco TX	Edinburg TX	4	––	––	––

Summary for Marshal 4: 956–289–3857

Your Plan

Americas Ch Email & Data 1000
$96.14 monthly charge
1000 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Email & Data Unlimited
Unlimited monthly kilobyte

Data Roam USA/Canada B2B

Beginning on 04/08/13:
22% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

UNL Picture/Video MSG
Unlimited monthly Picture & Video

UNL Text Messaging
Unlimited monthly M2M Text
Unlimited monthly Text Message

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Americas Ch Email & Data 1000	07/02 – 08/01	96.14
22% Access Discount	07/02 – 08/01	–21.15
		$74.99

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1000 (shared)	436	––	––
Mobile to Mobile	*minutes*	unlimited	129	––	––
Night/Weekend	*minutes*	unlimited	73	––	––
Total Voice					$.00
Messaging					
Text	*messages*	unlimited	12	––	––
Unlimited M2M Text	*messages*	unlimited	38	––	––
Picture & Video	*messages*	unlimited	79	––	––
Total Messaging					$.00
Data					
Unbilled Usage from Previous Months					
Kilobyte Usage	*kilobytes*		86	––	––
Current Data Usage					
Kilobyte Usage	*kilobytes*	unlimited	111,833	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.14
	$2.14

Total Current Charges for 956–289–3857 **$77.13**

Detail for Marshal 4: 956–289–3857

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/02	2:35A	956–383–8114	Off–Peak	N&W	Pharr TX	Incoming CL	2	––	––	––
6/02	2:38A	956–383–8114	Off–Peak	N&W	Pharr TX	Incoming CL	2	––	––	––
6/02	3:24A	956–585–4855	Off–Peak	N&W	Edinburg TX	Incoming CL	2	––	––	––
6/02	4:43A	956–423–0523	Off–Peak	N&W	Mission TX	Harlingen TX	5	––	––	––
6/02	5:03A	956–491–5642	Off–Peak	N&W	Mission TX	Incoming CL	4	––	––	––
6/02	5:42A	956–230–1217	Off–Peak	N&W	Mission TX	Incoming CL	12	––	––	––
6/02	6:02A	956–599–2099	Off–Peak	N&W	Mission TX	Mission TX	9	––	––	––
6/02	6:11A	956–393–1848	Off–Peak	N&W	Edinburg TX	Edinburg TX	7	––	––	––
6/02	4:30P	956–383–8114	Off–Peak	N&W	Pharr TX	Incoming CL	2	––	––	––

Detail for Marshal 4: 956–289–3857

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/02	4:35P	956–383–8114	Off–Peak	N&W	San Juan TX	Edinburg TX	4	––	––	––
6/02	8:30P	956–289–3873	Off–Peak	N&W	Mercedes TX	Edinburg TX	1	––	––	––
6/02	11:20P	956–383–8114	Off–Peak	N&W	Pharr TX	Incoming CL	2	––	––	––
6/03	9:01A	956–393–1848	Peak	M2MAllow	Weslaco TX	Edinburg TX	1	––	––	––
6/03	11:05A	956–318–2656	Peak	PlanAllow	Donna TX	Edinburg TX	2	––	––	––
6/03	11:12A	956–227–7024	Peak	M2MAllow	Pharr TX	McAllen TX	1	––	––	––
6/03	11:16A	956–463–6826	Peak	PlanAllow	Pharr TX	Incoming CL	2	––	––	––
6/03	11:22A	956–321–0058	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
6/03	11:28A	817–598–6347	Peak	PlanAllow	Pharr TX	Weatherfd TX	1	––	––	––
6/03	11:31A	817–598–6347	Peak	PlanAllow	Pharr TX	Weatherfd TX	1	––	––	––
6/03	11:59A	956–585–2212	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/03	12:06P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/04	8:03A	956–457–1080	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/04	8:24A	956–457–1080	Peak	PlanAllow	Pharr TX	Edinburg TX	1	––	––	––
6/04	8:51A	956–537–1732	Peak	PlanAllow	Edinburg TX	McAllen TX	3	––	––	––
6/04	9:00A	956–445–5220	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––
6/04	9:49A	956–318–2656	Peak	PlanAllow	McAllen TX	Edinburg TX	6	––	––	––
6/04	10:17A	956–321–0058	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
6/04	11:09A	956–318–2615	Peak	PlanAllow	Mission TX	Incoming CL	5	––	––	––
6/04	11:43A	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/04	1:34P	956–318–2656	Peak	PlanAllow	McAllen TX	Incoming CL	3	––	––	––
6/04	1:53P	956–867–6915	Peak	PlanAllow	Mission TX	Incoming CL	11	––	––	––
6/04	2:04P	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
6/04	2:29P	956–289–3873	Peak	M2MAllow	Mission TX	Incoming CL	2	––	––	––
6/04	4:02P	956–570–7817	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––
6/04	4:33P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
6/05	11:47A	956–423–0523	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––
6/05	9:05P	956–585–4855	Off–Peak	N&W	Pharr TX	Incoming CL	3	––	––	––
6/06	11:01A	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	6	––	––	––
6/06	1:49P	956–638–6912	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
6/06	2:23P	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
6/06	2:29P	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
6/06	2:32P	956–638–6912	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
6/06	2:34P	956–289–3873	Peak	M2MAllow	Mission TX	Edinburg TX	6	––	––	––
6/06	3:23P	956–969–9225	Peak	PlanAllow	Mission TX	Weslaco TX	6	––	––	––
6/06	3:50P	956–414–9385	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/06	4:36P	956–358–5212	Peak	PlanAllow	Edinburg TX	Incoming CL	7	––	––	––
6/07	8:56A	956–289–3873	Peak	M2MAllow	Mission TX	Incoming CL	9	––	––	––
6/07	9:21A	956–328–0292	Peak	PlanAllow	Rio Grande TX	Incoming CL	6	––	––	––
6/07	9:40A	956–328–0292	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
6/07	9:54A	956–563–8562	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
6/07	9:56A	956–844–4517	Peak	PlanAllow,CallWait	Mission TX	Incoming CL	3	––	––	––
6/07	9:59A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	3	––	––	––
6/07	11:11A	956–289–3873	Peak	M2MAllow	Mission TX	Incoming CL	2	––	––	––
6/07	11:38A	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––

Detail for Marshal 4: 956–289–3857

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/07	11:44A	956–624–6011	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
6/07	11:50A	956–624–6011	Peak	PlanAllow	Mission TX	Incoming CL	9	––	––	––
6/07	12:23P	956–463–6826	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
6/07	1:07P	956–289–3873	Peak	M2MAllow	Mission TX	Edinburg TX	7	––	––	––
6/07	1:26P	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/07	1:28P	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	2	––	––	––
6/07	1:32P	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
6/07	3:31P	956–318–2570	Peak	PlanAllow	Edinburg TX	Incoming CL	5	––	––	––
6/07	6:13P	956–289–3873	Peak	M2MAllow	Pharr TX	Edinburg TX	7	––	––	––
6/07	9:53P	956–244–6842	Off–Peak	N&W	Pharr TX	Incoming CL	1	––	––	––
6/07	9:53P	956–244–6842	Off–Peak	N&W	Pharr TX	Harlingen TX	1	––	––	––
6/07	9:55P	956–393–1848	Off–Peak	N&W	Pharr TX	Edinburg TX	1	––	––	––
6/07	10:00P	956–393–1848	Off–Peak	N&W	Pharr TX	Incoming CL	1	––	––	––
6/07	10:04P	956–289–3873	Off–Peak	N&W	Pharr TX	Edinburg TX	2	––	––	––
6/07	11:14P	956–289–3873	Off–Peak	N&W	Mercedes TX	Incoming CL	1	––	––	––
6/08	9:23A	956–289–3873	Off–Peak	N&W	Pharr TX	Edinburg TX	2	––	––	––
6/10	8:33A	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
6/10	9:04A	956–862–1453	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/10	9:20A	956–844–1712	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––
6/10	10:26A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/10	10:54A	956–907–0134	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/10	10:55A	281–413–7926	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/10	12:31P	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/10	1:07P	956–890–3767	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/10	2:06P	956–570–7817	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
6/10	4:50P	956–867–8125	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/10	4:57P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
6/10	5:06P	Unavailable	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/11	10:43A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	2	––	––	––
6/11	10:53A	956–580–1030	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
6/11	11:03A	956–969–1400	Peak	PlanAllow	Mission TX	Weslaco TX	8	––	––	––
6/11	12:55P	914–517–7597	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
6/11	1:15P	956–862–1453	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
6/11	1:17P	956–862–1453	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
6/11	1:40P	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
6/11	2:03P	956–457–4358	Peak	PlanAllow	Mission TX	Incoming CL	16	––	––	––
6/11	2:26P	956–313–0527	Peak	PlanAllow	Edinburg TX	Incoming CL	10	––	––	––
6/11	2:35P	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	9	––	––	––
6/12	8:46A	956–570–7817	Peak	PlanAllow	Mission TX	McAllen TX	2	––	––	––
6/12	8:55A	956–239–1180	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
6/12	9:22A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
6/12	9:23A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
6/12	9:24A	956–844–1712	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
6/12	9:27A	956–292–7000	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
6/12	9:28A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––

Detail for Marshal 4: 956–289–3857

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/12	9:30A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	2	––	––	––
6/12	9:34A	214–346–6300	Peak	PlanAllow	Edinburg TX	Incoming CL	7	––	––	––
6/12	10:50A	956–686–0530	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/12	2:24P	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/12	3:01P	956–573–2052	Peak	PlanAllow	Edinburg TX	Rigrandecy TX	1	––	––	––
6/12	3:57P	956–573–2052	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/12	4:05P	956–457–4358	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/12	4:49P	956–573–2052	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/12	7:19P	956–573–2052	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
6/13	7:56A	956–573–2052	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/13	7:59A	956–573–2052	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/13	8:15A	956–463–6826	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/13	8:36A	956–463–6826	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/13	8:51A	956–271–2451	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/13	9:22A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	6	––	––	––
6/13	9:31A	956–271–2451	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
6/13	9:33A	956–271–2451	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
6/13	9:53A	956–735–6244	Peak	PlanAllow	Rio Grande TX	Rigrandecy TX	2	––	––	––
6/13	9:57A	956–890–7445	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
6/13	9:59A	956–458–9884	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
6/13	10:15A	956–289–3873	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
6/13	10:16A	956–289–3873	Peak	M2MAllow,CallWait	Mission TX	Incoming CL	2	––	––	––
6/13	10:22A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	8	––	––	––
6/13	10:32A	956–890–7445	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
6/13	10:48A	956–458–9884	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
6/13	10:59A	956–458–9189	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
6/13	11:02A	956–867–0155	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
6/13	11:43A	956–793–6734	Peak	PlanAllow	Mission TX	Harlingen TX	2	––	––	––
6/13	1:01P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	6	––	––	––
6/13	1:06P	956–844–4517	Peak	PlanAllow,CallWait	Mission TX	Incoming CL	3	––	––	––
6/13	1:08P	956–289–3873	Peak	M2MAllow	Mission TX	Edinburg TX	4	––	––	––
6/13	1:24P	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	1	––	––	––
6/13	1:30P	956–458–9884	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
6/13	2:08P	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
6/13	6:23P	817–594–5471	Peak	PlanAllow	Pharr TX	Weatherfd TX	1	––	––	––
6/14	7:48A	Unavailable	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
6/14	8:24A	817–598–6347	Peak	PlanAllow	Pharr TX	Weatherfd TX	2	––	––	––
6/14	8:28A	956–874–5065	Peak	PlanAllow	Pharr TX	Edinburg TX	1	––	––	––
6/14	11:11A	956–463–6826	Peak	PlanAllow	McAllen TX	Incoming CL	2	––	––	––
6/14	2:45P	956–289–3873	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
6/14	3:14P	956–289–3873	Peak	M2MAllow	Pharr TX	Edinburg TX	1	––	––	––
6/16	3:31P	956–573–2052	Off–Peak	N&W	Pharr TX	Incoming CL	3	––	––	––
6/17	8:39A	956–573–2052	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/17	9:26A	956–844–4517	Peak	PlanAllow	Mission TX	Roma TX	2	––	––	––
6/17	10:58A	817–598–6460	Peak	PlanAllow	Mission TX	Weatherfd TX	1	––	––	––

Detail for Marshal 4: 956–289–3857

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/17	10:59A	817–598–6460	Peak	PlanAllow	Mission TX	Weatherfd TX	1	––	––	––
6/17	11:00A	817–598–6347	Peak	PlanAllow	Rio Grande TX	Weatherfd TX	3	––	––	––
6/17	11:04A	956–844–8631	Peak	PlanAllow	Rio Grande TX	Incoming CL	4	––	––	––
6/17	2:25P	956–289–3873	Peak	M2MAllow	Mission TX	Incoming CL	2	––	––	––
6/17	3:00P	956–739–6734	Peak	PlanAllow	Pharr TX	Incoming CL	2	––	––	––
6/17	3:57P	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/18	9:21A	956–665–7587	Peak	PlanAllow	Pharr TX	Edinburg TX	2	––	––	––
6/18	9:24A	956–844–8631	Peak	PlanAllow	McAllen TX	Roma TX	1	––	––	––
6/18	9:25A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
6/18	9:25A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
6/18	9:32A	956–292–7000	Peak	PlanAllow	Mission TX	Edinburg TX	4	––	––	––
6/18	9:35A	956–844–8631	Peak	PlanAllow,CallWait	Mission TX	Incoming CL	2	––	––	––
6/18	10:17A	956–289–3873	Peak	M2MAllow	Mission TX	Edinburg TX	6	––	––	––
6/18	1:48P	956–318–2626	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/18	3:54P	956–451–5287	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/18	6:04P	956–325–4178	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/18	6:40P	956–325–4178	Peak	M2MAllow	Edinburg TX	Pharr TX	1	––	––	––
6/18	6:41P	956–325–4178	Peak	M2MAllow	Edinburg TX	Pharr TX	2	––	––	––
6/18	6:43P	956–325–4178	Peak	M2MAllow	Edinburg TX	Pharr TX	2	––	––	––
6/18	6:45P	956–289–3873	Peak	M2MAllow	Pharr TX	Edinburg TX	2	––	––	––
6/19	7:51A	956–239–1180	Peak	M2MAllow	Pharr TX	Incoming CL	2	––	––	––
6/19	7:57A	956–292–7000	Peak	PlanAllow	San Juan TX	Edinburg TX	3	––	––	––
6/19	8:31A	956–318–2656	Peak	PlanAllow	San Juan TX	Edinburg TX	3	––	––	––
6/19	9:48A	956–457–1080	Peak	PlanAllow	Pharr TX	Edinburg TX	2	––	––	––
6/19	10:39A	800–955–6600	Peak	PlanAllow	Pharr TX	Toll–Free CL	1	––	––	––
6/19	10:52A	956–532–8659	Peak	M2MAllow	Pharr TX	Weslaco TX	2	––	––	––
6/19	1:41P	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/19	1:44P	956–739–6734	Peak	PlanAllow	Edinburg TX	Incoming CL	6	––	––	––
6/19	1:51P	956–292–7000	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/19	1:58P	956–739–6734	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/19	2:28P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/19	3:55P	956–624–9102	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/20	5:36A	956–289–7705	Off–Peak	N&W	Pharr TX	Incoming CL	1	––	––	––
6/20	9:16A	832–797–9186	Peak	PlanAllow	Mission TX	Spring TX	1	––	––	––
6/20	9:30A	956–393–1848	Peak	M2MAllow	Rio Grande TX	Edinburg TX	1	––	––	––
6/20	9:41A	Unavailable	Peak	PlanAllow	San Anto/ TX	Incoming CL	4	––	––	––
6/20	9:48A	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
6/20	9:51A	956–240–4014	Peak	PlanAllow	Mission TX	Mission TX	4	––	––	––
6/20	9:55A	956–598–3932	Peak	PlanAllow	Mission TX	Mission TX	2	––	––	––
6/20	10:03A	956–464–4710	Peak	PlanAllow	Mission TX	Incoming CL	14	––	––	––
6/20	10:18A	956–463–6826	Peak	PlanAllow	Edinburg TX	Weslaco TX	2	––	––	––
6/20	10:56A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/20	10:58A	956–534–0493	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/20	10:59A	956–739–6734	Peak	PlanAllow,CallWait	Edinburg TX	Incoming CL	2	––	––	––
6/20	11:35A	956–570–6248	Peak	PlanAllow	Edinburg TX	Incoming CL	7	––	––	––

Detail for Marshal 4: 956–289–3857

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/20	1:01P	956–458–4019	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/20	1:20P	956–246–6840	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/20	3:25P	956–246–6840	Peak	PlanAllow	Edinburg TX	Weslaco TX	2	––	––	––
6/20	3:27P	956–239–2956	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/20	3:29P	956–534–3240	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/20	4:05P	956–789–0561	Peak	M2MAllow	Mission TX	McAllen TX	3	––	––	––
6/20	4:09P	956–239–2956	Peak	PlanAllow	Mission TX	Edinburg TX	2	––	––	––
6/20	4:32P	956–598–3932	Peak	PlanAllow	Edinburg TX	Mission TX	2	––	––	––
6/20	4:45P	956–325–4178	Peak	M2MAllow	Edinburg TX	Pharr TX	4	––	––	––
6/21	9:03A	956–789–0561	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/21	10:17A	956–789–0561	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
6/21	10:29A	956–789–0561	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
6/21	10:48A	956–789–0561	Peak	M2MAllow	San Anto/ TX	Mc Allen TX	2	––	––	––
6/21	11:01A	Unavailable	Peak	M2MAllow	San Anto/ TX	Incoming CL	1	––	––	––
6/21	11:04A	956–239–1180	Peak	M2MAllow	San Anto/ TX	Edinburg TX	2	––	––	––
6/21	11:12A	956–318–2656	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
6/21	11:14A	956–240–4014	Peak	PlanAllow	Rio Grande TX	Mission TX	3	––	––	––
6/21	11:19A	956–240–4014	Peak	PlanAllow	Mission TX	Mission TX	1	––	––	––
6/21	11:39A	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	3	––	––	––
6/21	11:49A	956–330–5083	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
6/21	11:54A	956–318–2656	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
6/21	11:59A	956–463–6826	Peak	PlanAllow	McAllen TX	Incoming CL	2	––	––	––
6/21	12:17P	956–330–5083	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/22	8:17P	956–383–8114	Off–Peak	N&W	Pharr TX	Incoming CL	1	––	––	––
6/22	8:19P	956–262–4721	Off–Peak	N&W	Pharr TX	Incoming CL	1	––	––	––
6/23	1:50P	956–867–0233	Off–Peak	N&W	Pharr TX	Incoming CL	3	––	––	––
6/24	9:22A	956–463–6826	Peak	PlanAllow	Mercedes TX	Incoming CL	2	––	––	––
6/24	11:08A	956–534–5459	Peak	PlanAllow	Mercedes TX	McAllen TX	1	––	––	––
6/24	11:09A	956–534–5459	Peak	PlanAllow	Mercedes TX	McAllen TX	2	––	––	––
6/24	11:10A	956–279–8713	Peak	PlanAllow	Mercedes TX	Edinburg TX	3	––	––	––
6/24	11:12A	956–534–5459	Peak	PlanAllow	Mercedes TX	McAllen TX	2	––	––	––
6/24	12:36P	956–330–5083	Peak	PlanAllow	Mercedes TX	Edinburg TX	4	––	––	––
6/25	10:37A	956–227–7024	Peak	M2MAllow	Mercedes TX	McAllen TX	1	––	––	––
6/25	10:38A	956–227–7024	Peak	M2MAllow	Mercedes TX	Incoming CL	6	––	––	––
6/25	2:13P	956–318–2626	Peak	PlanAllow	Mercedes TX	Incoming CL	6	––	––	––
6/26	4:23P	956–393–1848	Peak	M2MAllow	Mercedes TX	Edinburg TX	2	––	––	––
6/27	9:26A	956–289–3873	Peak	M2MAllow	Mercedes TX	Edinburg TX	1	––	––	––
6/27	9:27A	956–393–1848	Peak	M2MAllow	LA Feria TX	Edinburg TX	2	––	––	––
6/27	9:29A	956–393–1848	Peak	M2MAllow	Mercedes TX	Edinburg TX	4	––	––	––
6/27	9:32A	956–330–1708	Peak	M2MAllow	Mercedes TX	Edinburg TX	1	––	––	––
6/27	9:36A	956–684–9325	Peak	PlanAllow	Mercedes TX	Weslaco TX	1	––	––	––
6/27	9:39A	956–289–3873	Peak	M2MAllow	Mercedes TX	Incoming CL	1	––	––	––
6/27	12:25P	956–289–3873	Peak	M2MAllow	Mercedes TX	Edinburg TX	1	––	––	––
6/27	12:27P	956–393–1848	Peak	M2MAllow	Mercedes TX	Edinburg TX	1	––	––	––
6/27	12:27P	956–393–1848	Peak	M2MAllow	Mercedes TX	Edinburg TX	1	––	––	––

Detail for Marshal 4: 956–289–3857

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/27	12:29P	956–289–3873	Peak	M2MAllow	Mercedes TX	Incoming CL	1	––	––	––
6/27	1:53P	956–451–2177	Peak	PlanAllow	Pharr TX	Incoming CL	2	––	––	––
6/27	2:22P	956–289–3873	Peak	M2MAllow	Pharr TX	Edinburg TX	1	––	––	––
6/27	4:26P	832–273–9779	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/27	4:58P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/27	7:18P	956–463–6826	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
6/27	7:19P	956–463–6826	Peak	PlanAllow	McAllen TX	Weslaco TX	3	––	––	––

Summary for Marshal 5: 956–289–3873

Your Plan

Americas Ch Email & Data 1000
$96.14 monthly charge
1000 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Email & Data Unlimited
Unlimited monthly kilobyte

Data Roam USA/Canada B2B

Beginning on 04/08/13:
22% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

UNL Picture/Video MSG
Unlimited monthly Picture & Video

UNL Text Messaging
Unlimited monthly M2M Text
Unlimited monthly Text Message

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Americas Ch Email & Data 1000	07/02 – 08/01	96.14
22% Access Discount	07/02 – 08/01	–21.15
		$74.99

Usage and Purchase Charges

Voice		**Allowance**	**Used**	**Billable**	**Cost**
Unbilled Usage from Previous Months (Minutes are applied against any remaining allowance for the month in which the call was made)					
Night/Weekend	*minutes*		2	––	––
Current Usage					
SharePlan	*minutes*	1000 (shared)	336	––	––
Mobile to Mobile	*minutes*	unlimited	151	––	––
Night/Weekend	*minutes*	unlimited	60	––	––
Total Voice					$.00
Messaging					
Unbilled Usage from Previous Months					
Text	*messages*		21	––	––
Current Messaging Usage					
Text	*messages*	unlimited	9	––	––
Unlimited M2M Text	*messages*	unlimited	2	––	––
Picture & Video	*messages*	unlimited	54	––	––
Total Messaging					$.00
Data					
Unbilled Usage from Previous Months					
Kilobyte Usage	*kilobytes*		3024	––	––
Current Data Usage					
Kilobyte Usage	*kilobytes*	unlimited	89,369	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges	
Fed Universal Service Charge	2.14
	$2.14
Total Current Charges for 956–289–3873	**$77.13**

Detail for Marshal 5: 956–289–3873

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/01	6:38P	956–789–2728	Off–Peak	PriorMth,N&W	San Anto/ TX	Mc Allen TX	1	––	––	––
6/01	6:47P	956–789–2728	Off–Peak	PriorMth,N&W	San Anto/ TX	Mc Allen TX	1	––	––	––
6/02	12:41A	956–537–7033	Off–Peak	N&W	San Antoni TX	Incoming CL	2	––	––	––
6/02	1:29A	956–227–7024	Off–Peak	N&W	San Antoni TX	McAllen TX	1	––	––	––
6/02	8:26P	214–763–9375	Off–Peak	N&W	Mercedes TX	Grandprari TX	4	––	––	––
6/02	8:29P	956–537–7033	Off–Peak	N&W	Mercedes TX	McAllen TX	4	––	––	––
6/02	8:30P	956–289–3857	Off–Peak	N&W,CallWait	Mercedes TX	Incoming CL	1	––	––	––
6/02	8:50P	956–537–7033	Off–Peak	N&W	Mercedes TX	McAllen TX	12	––	––	––
6/02	9:04P	956–537–7033	Off–Peak	N&W	Alamo TX	Incoming CL	6	––	––	––
6/03	7:03A	956–239–1180	Peak	M2MAllow	Mercedes TX	Incoming CL	1	––	––	––
6/03	12:05P	956–289–3857	Peak	M2MAllow	Pharr TX	Edinburg TX	2	––	––	––
6/03	1:25P	956–358–8557	Peak	M2MAllow	Edinburg TX	Incoming CL	5	––	––	––
6/03	3:51P	956–862–8541	Peak	PlanAllow	Edcouch TX	Incoming CL	3	––	––	––
6/03	4:01P	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
6/03	4:39P	956–246–9625	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/03	6:49P	956–464–6049	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/03	6:50P	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
6/04	8:53A	956–578–5771	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/04	8:56A	956–968–4734	Peak	PlanAllow	Edinburg TX	Weslaco TX	1	––	––	––
6/04	9:34A	956–318–2656	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/04	9:36A	956–318–2656	Peak	PlanAllow	Alamo TX	Incoming CL	1	––	––	––
6/04	10:07A	956–227–7024	Peak	M2MAllow	Weslaco TX	McAllen TX	1	––	––	––
6/04	10:10A	956–968–4734	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/04	11:31A	956–457–9607	Peak	PlanAllow	Edcouch TX	Incoming CL	12	––	––	––
6/04	11:43A	956–289–3857	Peak	M2MAllow	Edinburg TX	Edinburg TX	3	––	––	––
6/04	11:45A	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	2	––	––	––
6/04	1:19P	956–292–9837	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––
6/04	1:33P	956–585–2212	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/04	2:18P	956–227–7024	Peak	M2MAllow	Edcouch TX	McAllen TX	1	––	––	––
6/04	2:19P	956–227–7024	Peak	M2MAllow	Edcouch TX	Incoming CL	2	––	––	––
6/04	2:28P	956–289–3857	Peak	M2MAllow	Edcouch TX	Edinburg TX	2	––	––	––
6/04	2:33P	956–272–3217	Peak	PlanAllow	Edcouch TX	Incoming CL	3	––	––	––
6/04	3:21P	956–451–5410	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/04	3:40P	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
6/04	3:49P	956–789–0848	Peak	PlanAllow	Edcouch TX	Incoming CL	3	––	––	––
6/04	3:52P	956–451–5410	Peak	PlanAllow	Edcouch TX	McAllen TX	1	––	––	––
6/04	4:01P	956–227–7024	Peak	M2MAllow	Edcouch TX	McAllen TX	2	––	––	––
6/04	4:20P	956–318–2656	Peak	PlanAllow	Edcouch TX	Incoming CL	2	––	––	––
6/04	4:25P	956–393–1848	Peak	M2MAllow	Edcouch TX	Edinburg TX	2	––	––	––
6/04	4:27P	956–351–9719	Peak	PlanAllow	Edinburg TX	Weslaco TX	1	––	––	––
6/04	4:28P	956–789–0848	Peak	PlanAllow	Edcouch TX	McAllen TX	1	––	––	––
6/04	4:33P	956–318–2656	Peak	PlanAllow	Edcouch TX	Edinburg TX	1	––	––	––
6/04	4:33P	956–289–3857	Peak	M2MAllow	Edcouch TX	Edinburg TX	3	––	––	––
6/04	4:36P	956–227–7024	Peak	M2MAllow,CallWait	Edcouch TX	Incoming CL	2	––	––	––
6/04	7:55P	888–211–4727	Peak	PlanAllow	San Juan TX	Toll–Free CL	3	––	––	––

Detail for Marshal 5: 956–289–3873

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/04	8:08P	800–639–6111	Peak	PlanAllow	San Juan TX	Toll–Free CL	21	––	––	––
6/04	8:28P	956–661–9406	Peak	PlanAllow	Pharr TX	McAllen TX	7	––	––	––
6/04	8:38P	956–537–7033	Peak	PlanAllow	Alamo TX	McAllen TX	9	––	––	––
6/05	1:07P	956–330–5083	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
6/06	10:34A	956–318–2656	Peak	PlanAllow	Alamo TX	Edinburg TX	1	––	––	––
6/06	10:44A	956–862–1453	Peak	PlanAllow	Edcouch TX	Incoming CL	3	––	––	––
6/06	11:03A	956–318–2656	Peak	PlanAllow	Edcouch TX	Incoming CL	1	––	––	––
6/06	11:04A	956–472–3927	Peak	PlanAllow	Edcouch TX	Weslaco TX	2	––	––	––
6/06	11:08A	956–975–1615	Peak	PlanAllow	Edcouch TX	Weslaco TX	4	––	––	––
6/06	11:25A	956–227–7024	Peak	M2MAllow	Edcouch TX	McAllen TX	1	––	––	––
6/06	11:26A	956–227–7024	Peak	M2MAllow	Edcouch TX	Incoming CL	2	––	––	––
6/06	11:47A	956–331–1518	Peak	PlanAllow	Edcouch TX	Incoming CL	2	––	––	––
6/06	1:15P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	5	––	––	––
6/06	1:29P	956–227–7024	Peak	M2MAllow	Alamo TX	McAllen TX	2	––	––	––
6/06	1:31P	956–318–2656	Peak	PlanAllow	Alamo TX	Edinburg TX	1	––	––	––
6/06	1:35P	956–318–2656	Peak	PlanAllow	Alamo TX	Incoming CL	1	––	––	––
6/06	1:39P	956–331–1518	Peak	PlanAllow	Alamo TX	McAllen TX	1	––	––	––
6/06	1:48P	956–514–1010	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/06	2:24P	956–787–9904	Peak	PlanAllow	Edinburg TX	Pharr TX	1	––	––	––
6/06	2:34P	956–289–3857	Peak	M2MAllow	Alamo TX	Incoming CL	6	––	––	––
6/06	2:40P	956–331–1518	Peak	PlanAllow	Alamo TX	McAllen TX	1	––	––	––
6/06	3:13P	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/07	8:49A	956–968–7581	Peak	PlanAllow	Edinburg TX	Weslaco TX	1	––	––	––
6/07	8:49A	956–447–1990	Peak	PlanAllow	Edinburg TX	Weslaco TX	4	––	––	––
6/07	8:56A	956–289–3857	Peak	M2MAllow	Edinburg TX	Edinburg TX	9	––	––	––
6/07	9:42A	956–227–7024	Peak	M2MAllow	Weslaco TX	McAllen TX	1	––	––	––
6/07	9:42A	956–968–4533	Peak	PlanAllow,CallWait	Weslaco TX	Incoming CL	3	––	––	––
6/07	9:59A	956–227–7024	Peak	M2MAllow	Weslaco TX	McAllen TX	3	––	––	––
6/07	10:02A	956–802–0612	Peak	PlanAllow	Weslaco TX	Edinburg TX	6	––	––	––
6/07	10:25A	956–318–2841	Peak	PlanAllow	Weslaco TX	Edinburg TX	1	––	––	––
6/07	11:11A	956–289–3857	Peak	M2MAllow	Edcouch TX	Edinburg TX	2	––	––	––
6/07	11:13A	956–227–7024	Peak	M2MAllow	Edcouch TX	McAllen TX	3	––	––	––
6/07	11:42A	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
6/07	12:27P	956–289–4800	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/07	1:02P	956–457–9324	Peak	PlanAllow	Edcouch TX	Incoming CL	2	––	––	––
6/07	1:07P	956–289–3857	Peak	M2MAllow	Weslaco TX	Incoming CL	7	––	––	––
6/07	1:45P	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	2	––	––	––
6/07	1:51P	956–331–1518	Peak	PlanAllow	Alamo TX	Incoming CL	2	––	––	––
6/07	2:00P	956–802–0612	Peak	PlanAllow	Alamo TX	Incoming CL	2	––	––	––
6/07	2:03P	956–457–9324	Peak	PlanAllow	Donna TX	Incoming CL	1	––	––	––
6/07	2:10P	956–802–0612	Peak	PlanAllow	Weslaco TX	Edinburg TX	1	––	––	––
6/07	2:16P	956–802–0612	Peak	PlanAllow	Weslaco TX	Edinburg TX	2	––	––	––
6/07	2:28P	956–802–0612	Peak	PlanAllow	Weslaco TX	Edinburg TX	2	––	––	––
6/07	2:37P	956–802–0612	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/07	2:38P	956–318–2841	Peak	PlanAllow	Weslaco TX	Edinburg TX	1	––	––	––

Detail for Marshal 5: 956–289–3873

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/07	2:39P	956–318–2841	Peak	PlanAllow	Weslaco TX	Edinburg TX	2	––	––	––
6/07	2:45P	956–383–7691	Peak	PlanAllow	Weslaco TX	Edinburg TX	2	––	––	––
6/07	4:09P	956–250–0627	Peak	PlanAllow	Edinburg TX	Incoming CL	5	––	––	––
6/07	6:12P	956–289–3857	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/07	6:13P	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	7	––	––	––
6/07	10:05P	956–289–3857	Off–Peak	N&W	Pharr TX	Incoming CL	2	––	––	––
6/07	11:14P	956–289–3857	Off–Peak	N&W	Mercedes TX	Edinburg TX	1	––	––	––
6/07	11:19P	956–802–0612	Off–Peak	N&W	Mercedes TX	Edinburg TX	1	––	––	––
6/08	9:23A	956–289–3857	Off–Peak	N&W	San Juan TX	Incoming CL	2	––	––	––
6/10	10:26A	956–289–3857	Peak	M2MAllow	Pharr TX	Incoming CL	2	––	––	––
6/10	4:57P	956–289–3857	Peak	M2MAllow	Pharr TX	Edinburg TX	3	––	––	––
6/11	9:04A	817–598–6347	Peak	PlanAllow	Edinburg TX	Weatherfd TX	2	––	––	––
6/11	10:29A	956–318–2656	Peak	PlanAllow	Weslaco TX	Edinburg TX	1	––	––	––
6/11	10:30A	956–393–1848	Peak	M2MAllow	Weslaco TX	Edinburg TX	1	––	––	––
6/11	12:06P	956–355–2242	Peak	PlanAllow	Edcouch TX	Weslaco TX	3	––	––	––
6/11	1:52P	956–227–7024	Peak	M2MAllow	Weslaco TX	McAllen TX	2	––	––	––
6/11	4:56P	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/12	8:21A	956–802–0612	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/12	3:49P	956–262–5555	Peak	PlanAllow	Edinburg TX	Edcouch TX	1	––	––	––
6/12	4:35P	956–802–0612	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/12	5:17P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/13	7:09A	956–225–3361	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/13	10:08A	956–854–7847	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/13	10:15A	956–289–3857	Peak	M2MAllow	Weslaco TX	Edinburg TX	2	––	––	––
6/13	11:13A	956–250–0627	Peak	PlanAllow	Weslaco TX	Incoming CL	3	––	––	––
6/13	11:16A	956–318–2656	Peak	PlanAllow	Donna TX	Incoming CL	1	––	––	––
6/13	12:05P	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/13	1:01P	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	6	––	––	––
6/13	1:07P	956–383–3473	Peak	PlanAllow	Edinburg TX	Edinburg TX	3	––	––	––
6/13	1:08P	956–289–3857	Peak	M2MAllow,CallWait	Edinburg TX	Incoming CL	4	––	––	––
6/13	1:19P	956–581–9504	Peak	PlanAllow	Edinburg TX	Mission TX	3	––	––	––
6/14	9:09A	956–262–5589	Peak	PlanAllow	Weslaco TX	Edcouch TX	1	––	––	––
6/14	9:49A	956–227–7024	Peak	M2MAllow	Weslaco TX	McAllen TX	1	––	––	––
6/14	10:05A	956–802–0612	Peak	PlanAllow	Edcouch TX	Edinburg TX	2	––	––	––
6/14	10:07A	956–227–7024	Peak	M2MAllow	Edcouch TX	Incoming CL	1	––	––	––
6/14	10:08A	956–318–2840	Peak	PlanAllow	Edcouch TX	Edinburg TX	2	––	––	––
6/14	10:09A	956–227–7024	Peak	M2MAllow	Edcouch TX	McAllen TX	3	––	––	––
6/14	10:12A	956–578–1839	Peak	M2MAllow	Edcouch TX	McAllen TX	3	––	––	––
6/14	10:14A	956–287–6632	Peak	PlanAllow	Edcouch TX	Edinburg TX	1	––	––	––
6/14	10:16A	956–287–6632	Peak	PlanAllow	Edcouch TX	Incoming CL	2	––	––	––
6/14	2:44P	956–318–2656	Peak	PlanAllow	Edcouch TX	Edinburg TX	1	––	––	––
6/14	2:45P	956–289–3857	Peak	M2MAllow	Edcouch TX	Edinburg TX	1	––	––	––
6/14	3:14P	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/14	3:26P	214–988–3061	Peak	PlanAllow	Edinburg TX	Grandprari TX	3	––	––	––
6/17	8:09A	956–605–0760	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––

Detail for Marshal 5: 956–289–3873

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/17	8:27A	956–318–2656	Peak	PlanAllow	Faysville TX	Incoming CL	1	––	––	––
6/17	8:42A	956–318–2656	Peak	PlanAllow	Faysville TX	Incoming CL	2	––	––	––
6/17	10:39A	956–607–5873	Peak	PlanAllow	Weslaco TX	Incoming CL	3	––	––	––
6/17	10:41A	956–227–7024	Peak	M2MAllow	Edcouch TX	McAllen TX	2	––	––	––
6/17	10:51A	956–607–5873	Peak	PlanAllow	Edcouch TX	Edinburg TX	2	––	––	––
6/17	10:54A	956–607–5873	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/17	11:42A	956–802–0612	Peak	PlanAllow	Weslaco TX	Edinburg TX	1	––	––	––
6/17	11:43A	956–457–2877	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/17	11:50A	956–457–2877	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/17	1:05P	956–968–4947	Peak	PlanAllow	Weslaco TX	Incoming CL	3	––	––	––
6/17	1:23P	956–802–0612	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/17	1:24P	956–802–0612	Peak	PlanAllow	Edinburg TX	Incoming CL	5	––	––	––
6/17	1:29P	956–457–2877	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/17	1:30P	956–457–2877	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/17	1:54P	956–494–3159	Peak	PlanAllow	Edcouch TX	Harlingen TX	1	––	––	––
6/17	2:03P	956–494–3159	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/17	2:18P	956–968–4947	Peak	PlanAllow	Weslaco TX	Weslaco TX	1	––	––	––
6/17	2:25P	956–289–3857	Peak	M2MAllow	Weslaco TX	Edinburg TX	2	––	––	––
6/17	2:27P	956–802–0612	Peak	PlanAllow	Weslaco TX	Edinburg TX	1	––	––	––
6/17	8:29P	956–457–2877	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
6/18	8:39A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/18	10:17A	956–289–3857	Peak	M2MAllow	Edcouch TX	Incoming CL	6	––	––	––
6/18	10:24A	956–607–5873	Peak	PlanAllow	Edcouch TX	Edinburg TX	2	––	––	––
6/18	10:55A	956–472–3281	Peak	PlanAllow	Edcouch TX	Incoming CL	2	––	––	––
6/18	11:01A	956–647–8341	Peak	PlanAllow	Edcouch TX	Incoming CL	10	––	––	––
6/18	11:11A	956–393–1848	Peak	M2MAllow	Santa Rosa TX	Edinburg TX	2	––	––	––
6/18	6:45P	956–289–3857	Peak	M2MAllow	Mercedes TX	Incoming CL	2	––	––	––
6/19	1:07P	956–827–5876	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/19	2:28P	956–289–3857	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/19	3:23P	210–630–1090	Peak	PlanAllow	Edinburg TX	Sanantonio TX	1	––	––	––
6/19	8:44P	956–262–8511	Peak	PlanAllow	McAllen TX	Edcouch TX	1	––	––	––
6/19	9:29P	956–262–8511	Off–Peak	N&W	McAllen TX	Edcouch TX	2	––	––	––
6/20	2:13P	210–630–1090	Peak	PlanAllow	Weslaco TX	Incoming CL	3	––	––	––
6/20	2:15P	956–227–7024	Peak	M2MAllow,CallWait	Edcouch TX	Incoming CL	3	––	––	––
6/20	2:46P	956–607–5873	Peak	PlanAllow	Weslaco TX	Edinburg TX	2	––	––	––
6/20	3:25P	956–827–5876	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/20	5:15P	214–763–9375	Peak	PlanAllow	Edinburg TX	Incoming CL	17	––	––	––
6/21	9:23A	210–630–1090	Peak	PlanAllow	San Juan TX	Incoming CL	2	––	––	––
6/21	1:45P	956–560–9757	Peak	PlanAllow	Edcouch TX	Incoming CL	1	––	––	––
6/21	2:14P	956–560–9757	Peak	PlanAllow	Weslaco TX	McAllen TX	1	––	––	––
6/21	2:14P	956–560–9757	Peak	PlanAllow	Weslaco TX	McAllen TX	2	––	––	––
6/21	2:19P	956–560–9757	Peak	PlanAllow	Edcouch TX	McAllen TX	1	––	––	––
6/21	3:57P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/25	7:07P	956–432–0303	Peak	PlanAllow	San Juan TX	Incoming CL	1	––	––	––
6/26	4:54A	956–289–7707	Off–Peak	N&W	San Juan TX	Incoming CL	1	––	––	––

Detail for Marshal 5: 956–289–3873

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/26	4:55A	956–289–7707	Off–Peak	N&W	Alamo TX	Incoming CL	1	––	––	––
6/26	5:23A	956–289–7707	Off–Peak	N&W	San Juan TX	Incoming CL	1	––	––	––
6/26	6:09A	956–607–4100	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/26	8:04A	305–321–2840	Peak	PlanAllow	Weslaco TX	Incoming CL	2	––	––	––
6/26	8:20A	305–321–2840	Peak	PlanAllow	Mercedes TX	Miami FL	1	––	––	––
6/26	8:21A	305–321–2840	Peak	PlanAllow	Mercedes TX	Miami FL	1	––	––	––
6/26	9:17A	956–318–2656	Peak	PlanAllow	Mercedes TX	Edinburg TX	2	––	––	––
6/26	9:19A	956–227–7024	Peak	M2MAllow	Mercedes TX	McAllen TX	2	––	––	––
6/26	3:22P	830–226–7082	Peak	PlanAllow	Mercedes TX	Incoming CL	4	––	––	––
6/27	9:39A	956–289–3857	Peak	M2MAllow	Mercedes TX	Edinburg TX	1	––	––	––
6/27	12:26P	956–289–3857	Peak	M2MAllow	Mercedes TX	Incoming CL	1	––	––	––
6/27	12:27P	956–393–1848	Peak	M2MAllow	Mercedes TX	Edinburg TX	1	––	––	––
6/27	12:27P	956–330–5090	Peak	PlanAllow	Mercedes TX	Incoming CL	2	––	––	––
6/27	12:29P	956–289–3857	Peak	M2MAllow	Mercedes TX	Edinburg TX	1	––	––	––
6/27	2:22P	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/27	4:58P	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/28	9:46A	956–400–4341	Peak	PlanAllow	Donna TX	Incoming CL	2	––	––	––
6/28	10:22A	956–647–3192	Peak	PlanAllow	Pharr TX	Incoming CL	1	––	––	––
6/28	1:33P	956–702–4088	Peak	PlanAllow	McAllen TX	Incoming CL	3	––	––	––
6/28	2:05P	956–250–0627	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/28	2:13P	956–393–0695	Peak	PlanAllow	Edcouch TX	Edinburg TX	1	––	––	––
6/28	2:15P	956–393–0695	Peak	PlanAllow	Edcouch TX	Incoming CL	4	––	––	––
6/28	3:12P	956–250–0627	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/28	9:39P	956–223–2400	Off–Peak	N&W	McAllen TX	Incoming CL	1	––	––	––
6/29	11:42A	956–971–6919	Off–Peak	N&W	San Juan TX	McAllen TX	1	––	––	––
6/29	12:08P	956–661–4000	Off–Peak	N&W	San Juan TX	McAllen TX	2	––	––	––
6/30	11:23A	956–432–9867	Off–Peak	N&W	Pharr TX	Mission TX	2	––	––	––
6/30	11:48A	956–432–9867	Off–Peak	N&W	San Juan TX	Incoming CL	1	––	––	––
7/01	4:49A	956–383–8114	Off–Peak	N&W	San Juan TX	Incoming CL	1	––	––	––
7/01	5:01A	956–383–8114	Off–Peak	N&W	Donna TX	Incoming CL	1	––	––	––
7/01	5:11A	956–383–8114	Off–Peak	N&W	Edcouch TX	Edinburg TX	1	––	––	––
7/01	5:23A	956–227–7024	Off–Peak	N&W	Edcouch TX	McAllen TX	5	––	––	––
7/01	5:50A	956–793–6827	Off–Peak	N&W	Weslaco TX	Harlingen TX	1	––	––	––
7/01	5:56A	956–393–1848	Off–Peak	N&W	Edcouch TX	Edinburg TX	3	––	––	––
7/01	6:30A	956–393–1848	Peak	M2MAllow	Edcouch TX	Incoming CL	2	––	––	––
7/01	7:21A	956–432–0700	Peak	PlanAllow	San Juan TX	Mission TX	1	––	––	––
7/01	8:00A	956–457–6404	Peak	PlanAllow	Mission TX	Incoming CL	2	––	––	––
7/01	8:08A	956–457–6404	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
7/01	8:25A	956–313–9811	Peak	PlanAllow	Mission TX	McAllen TX	4	––	––	––
7/01	8:29A	956–257–7887	Peak	PlanAllow	Mission TX	Rigrandecy TX	3	––	––	––
7/01	8:36A	956–313–9811	Peak	PlanAllow	Mission TX	McAllen TX	1	––	––	––
7/01	8:43A	956–257–7887	Peak	PlanAllow	Mission TX	Rigrandecy TX	1	––	––	––
7/01	8:52A	956–257–7887	Peak	PlanAllow	Mission TX	Rigrandecy TX	2	––	––	––
7/01	8:55A	956–257–7887	Peak	PlanAllow	Mission TX	Rigrandecy TX	1	––	––	––
7/01	9:20A	956–393–1848	Peak	M2MAllow	Mission TX	Edinburg TX	2	––	––	––

Detail for Marshal 5: 956–289–3873

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
7/01	9:45A	956–257–7887	Peak	PlanAllow	Mission TX	Rigrandecy TX	1	––	––	––
7/01	9:52A	956–257–7887	Peak	PlanAllow	Mission TX	Rigrandecy TX	1	––	––	––
7/01	10:20A	956–257–7887	Peak	PlanAllow	Mission TX	Rigrandecy TX	1	––	––	––
7/01	11:31A	956–383–8114	Peak	PlanAllow	Mission TX	Edinburg TX	2	––	––	––
7/01	11:46A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	3	––	––	––
7/01	12:50P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
7/01	2:42P	956–267–9319	Peak	PlanAllow	Weslaco TX	Laredo TX	3	––	––	––
7/01	2:46P	956–802–0612	Peak	PlanAllow	Pharr TX	Edinburg TX	1	––	––	––
7/01	4:01P	956–793–6827	Peak	PlanAllow	Edinburg TX	Incoming CL	6	––	––	––
7/01	4:35P	956–793–6827	Peak	PlanAllow	Edinburg TX	Harlingen TX	5	––	––	––

Summary for 4G Mifi: 956–342–2162

Your Plan

4G Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

Data Roam USA/Canada B2B

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

4G Mobile Broadband Unlimited	07/02 – 08/01	37.99
		$37.99

Usage and Purchase Charges

Data		Allowance	Used	Billable	Cost
Gigabyte Usage	*gigabytes*	unlimited	1	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.00**
Total Current Charges for 956–342–2162					**$37.99**

Summary for 4G Mifi: 956–342–2165

Your Plan

4G Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

Data Roam USA/Canada B2B

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

4G Mobile Broadband Unlimited	07/02 – 08/01	37.99
		$37.99

Usage and Purchase Charges

Data		Allowance	Used	Billable	Cost
Gigabyte Usage	*gigabytes*	unlimited	3	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.00**
Total Current Charges for 956–342–2165					**$37.99**

Summary for 4G Mifi: 956–342–2607

Your Plan

4G Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

Data Roam USA/Canada B2B

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

4G Mobile Broadband Unlimited	07/02 – 08/01	37.99
		$37.99

Usage and Purchase Charges

Messaging		**Allowance**	**Used**	**Billable**	**Cost**
Text – Rcv'd	*messages*	––	1	1	.02
Total Messaging					$.02
Data					
Unbilled Usage from Previous Months					
Gigabyte Usage	*gigabytes*		1	––	––
Current Data Usage					
Gigabyte Usage	*gigabytes*	unlimited	62	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.02**

Total Current Charges for 956–342–2607 **$38.01**

Summary for 4G Mifi: 956–342–3675

Your Plan

4G Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

Data Roam USA/Canada B2B

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

4G Mobile Broadband Unlimited	07/02 – 08/01	37.99
		$37.99

Usage and Purchase Charges

Data		Allowance	Used	Billable	Cost
Gigabyte Usage	*gigabytes*	unlimited	4	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.00**
Total Current Charges for 956–342–3675					**$37.99**

Summary for 4G Mifi: 956–342–3707

Your Plan

4G Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

Data Roam USA/Canada B2B

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

4G Mobile Broadband Unlimited	07/02 – 08/01	37.99
		$37.99

Usage and Purchase Charges

Messaging		**Allowance**	**Used**	**Billable**	**Cost**
Text – Rcv'd	*messages*	––	1	1	.02
Total Messaging					$.02
Data					
Gigabyte Usage	*gigabytes*	unlimited	8	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.02**

Total Current Charges for 956–342–3707 **$38.01**

Summary for 4G Usb: 956–342–3889

Your Plan

4G Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

Data Roam USA/Canada B2B

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

4G Mobile Broadband Unlimited	07/02 – 08/01	37.99
		$37.99

Total Current Charges for 956–342–3889 **$37.99**

Summary for 4G Usb: 956–342–3895

Your Plan

4G Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

Data Roam USA/Canada B2B

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

4G Mobile Broadband Unlimited	07/02 – 08/01	37.99
		$37.99

Usage and Purchase Charges

Data		Allowance	Used	Billable	Cost
Unbilled Usage from Previous Months					
Gigabyte Usage	*gigabytes*		1	––	––
Current Data Usage					
Gigabyte Usage	*gigabytes*	unlimited	2	––	––
Total Data					$.00

Total Usage and Purchase Charges **$.00**

Total Current Charges for 956–342–3895 **$37.99**

Summary for 4G Usb: 956–342–3939

Your Plan

4G Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

Data Roam USA/Canada B2B

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

4G Mobile Broadband Unlimited	07/02 – 08/01	37.99
		$37.99

Usage and Purchase Charges

Data		Allowance	Used	Billable	Cost
Gigabyte Usage	*gigabytes*	unlimited	1	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.00**
Total Current Charges for 956–342–3939					**$37.99**

Summary for 4G Usb: 956–342–4102

Your Plan

4G Mobile Broadband Unlimited
$37.99 monthly charge
$.25 per minute

Data Roam USA/Canada B2B

MBB Unlimited
Unlimited monthly gigabyte

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

4G Mobile Broadband Unlimited	07/02 – 08/01	37.99
		$37.99

Usage and Purchase Charges

Data		Allowance	Used	Billable	Cost
Gigabyte Usage	*gigabytes*	unlimited	1	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.00**
Total Current Charges for 956–342–4102					**$37.99**

Summary for Marshal 2: 956–393–1848

Your Plan

Americas Ch Email & Data 1000
$96.14 monthly charge
1000 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Email & Data Unlimited
Unlimited monthly kilobyte

Data Roam USA/Canada B2B

Beginning on 04/08/13:
22% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

UNL Picture/Video MSG
Unlimited monthly Picture & Video

UNL Text Messaging
Unlimited monthly M2M Text
Unlimited monthly Text Message

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Americas Ch Email & Data 1000	07/02 – 08/01	96.14
22% Access Discount	07/02 – 08/01	–21.15
		$74.99

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1000 (shared)	213	––	––
Mobile to Mobile	*minutes*	unlimited	208	––	––
Night/Weekend	*minutes*	unlimited	90	––	––
Total Voice					$.00
Messaging					
Text	*messages*	unlimited	163	––	––
Unlimited M2M Text	*messages*	unlimited	35	––	––
Picture & Video	*messages*	unlimited	67	––	––
Total Messaging					$.00
Data					
Unbilled Usage from Previous Months					
Kilobyte Usage	*kilobytes*		2	––	––
Current Data Usage					
Kilobyte Usage	*kilobytes*	unlimited	2,638,150	––	––
Total Data					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.14
	$2.14

Total Current Charges for 956–393–1848 **$77.13**

Detail for Marshal 2: 956–393–1848

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/02	6:12A	956–289–3857	Off–Peak	N&W	Edinburg TX	Incoming CL	7	––	––	––
6/02	9:14A	956–239–1180	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/02	10:48A	800–987–5521	Off–Peak	N&W	Edinburg TX	Toll–Free CL	2	––	––	––
6/02	5:44P	956–457–1080	Off–Peak	N&W	Mercedes TX	Incoming CL	1	––	––	––
6/02	5:54P	956–457–1080	Off–Peak	N&W	Mercedes TX	Edinburg TX	1	––	––	––
6/03	6:30A	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/03	6:57A	956–239–1180	Peak	M2MAllow	Alamo TX	Incoming CL	1	––	––	––
6/03	7:13A	956–271–5517	Peak	M2MAllow	Mercedes TX	Mission TX	1	––	––	––
6/03	7:56A	956–289–6549	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––

Detail for Marshal 2: 956–393–1848

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/03	1:21P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/03	1:38P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/03	1:39P	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/04	8:01A	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/04	9:04A	956–784–3510	Peak	PlanAllow	Pharr TX	Pharr TX	1	––	––	––
6/04	9:04A	956–784–3510	Peak	PlanAllow	Pharr TX	Pharr TX	2	––	––	––
6/04	9:19A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/04	10:25A	972–378–3660	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/04	10:55A	956–328–9129	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
6/04	11:15A	956–318–2615	Peak	PlanAllow	Pharr TX	Edinburg TX	2	––	––	––
6/04	11:16A	956–328–9129	Peak	PlanAllow	San Juan TX	McAllen TX	4	––	––	––
6/04	2:48P	956–292–7026	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/04	3:18P	956–460–8945	Peak	PlanAllow	Edinburg TX	Pharr TX	1	––	––	––
6/04	4:26P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/04	5:04P	956–289–6549	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/05	8:00A	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	1	––	––	––
6/05	8:31A	956–522–9194	Peak	PlanAllow	Mission TX	McAllen TX	2	––	––	––
6/05	10:47A	956–534–5157	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
6/05	11:04A	956–383–1615	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/05	12:57P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/05	2:02P	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	1	––	––	––
6/05	2:10P	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	1	––	––	––
6/05	3:15P	956–328–9129	Peak	PlanAllow	Edinburg TX	McAllen TX	3	––	––	––
6/05	4:45P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/05	5:08P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/05	5:48P	800–987–5521	Peak	PlanAllow	Edinburg TX	Toll–Free CL	2	––	––	––
6/05	5:50P	956–648–2869	Peak	PlanAllow	Edinburg TX	Incoming CL	5	––	––	––
6/06	9:14A	956–289–6549	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/06	10:21A	972–378–3660	Peak	PlanAllow	Edinburg TX	Incoming CL	8	––	––	––
6/06	10:28A	956–271–5517	Peak	M2MAllow	Pharr TX	Mission TX	2	––	––	––
6/06	10:37A	956–239–1180	Peak	M2MAllow	Pharr TX	Edinburg TX	1	––	––	––
6/06	10:39A	956–239–1180	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
6/06	10:50A	956–271–5517	Peak	M2MAllow	Pharr TX	Incoming CL	1	––	––	––
6/06	12:54P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
6/06	1:07P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/06	1:13P	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	2	––	––	––
6/06	1:20P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/06	1:25P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/06	4:18P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/06	4:20P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/06	5:05P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/06	5:11P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/06	5:13P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/06	9:37P	956–227–7024	Off–Peak	N&W	Edinburg TX	McAllen TX	2	––	––	––
6/07	12:42P	956–271–5517	Peak	M2MAllow	McAllen TX	Incoming CL	1	––	––	––

Detail for Marshal 2: 956–393–1848

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/07	2:32P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/07	4:08P	956–328–9129	Peak	PlanAllow	Edinburg TX	Incoming CL	6	––	––	––
6/07	4:32P	956–291–9001	Peak	PlanAllow	Edinburg TX	Harlingen TX	1	––	––	––
6/07	4:52P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/07	6:42P	956–239–1180	Peak	M2MAllow	Weslaco TX	Incoming CL	1	––	––	––
6/07	7:59P	956–969–1133	Peak	PlanAllow	Weslaco TX	Weslaco TX	3	––	––	––
6/07	9:55P	956–289–3857	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/07	9:56P	956–342–6150	Off–Peak	N&W	Weslaco TX	Incoming CL	1	––	––	––
6/07	9:58P	956–227–7024	Off–Peak	N&W	Weslaco TX	McAllen TX	1	––	––	––
6/07	10:00P	956–289–3857	Off–Peak	N&W	Weslaco TX	Edinburg TX	1	––	––	––
6/07	10:05P	956–638–8706	Off–Peak	N&W	Weslaco TX	McAllen TX	2	––	––	––
6/10	9:38A	956–451–5287	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
6/10	10:26A	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
6/10	10:27A	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	2	––	––	––
6/10	10:59A	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	2	––	––	––
6/10	12:27P	800–872–5246	Peak	PlanAllow	Edinburg TX	Toll–Free CL	2	––	––	––
6/10	1:15P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/10	2:57P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/10	8:14P	956–432–0303	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/10	8:18P	956–432–0303	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/11	8:10A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/11	10:30A	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/11	11:58A	281–728–1400	Peak	PlanAllow	Edinburg TX	Houston TX	2	––	––	––
6/11	1:40P	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/11	2:13P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/11	2:56P	956–292–7026	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/11	3:17P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/11	6:38P	956–239–1180	Peak	M2MAllow	Pharr TX	Edinburg TX	1	––	––	––
6/12	4:10A	956–383–8114	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/12	5:11A	956–783–1500	Off–Peak	N&W	Faysville TX	Pharr TX	1	––	––	––
6/12	5:14A	956–783–1500	Off–Peak	N&W	Edinburg TX	Pharr TX	1	––	––	––
6/12	5:15A	956–783–1500	Off–Peak	N&W	Edinburg TX	Pharr TX	1	––	––	––
6/12	5:16A	956–227–7024	Off–Peak	N&W	Edinburg TX	McAllen TX	2	––	––	––
6/12	5:25A	956–227–7024	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/12	5:27A	956–212–9887	Off–Peak	N&W,CallWait	Faysville TX	Incoming CL	2	––	––	––
6/12	5:29A	956–227–7024	Off–Peak	N&W	Faysville TX	McAllen TX	1	––	––	––
6/12	6:26A	956–289–0375	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/12	6:34A	956–457–6404	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/12	7:44A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/12	8:17A	956–212–9887	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/12	8:20A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/12	9:24A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/12	10:38A	956–383–8114	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/12	10:41A	956–414–1825	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
6/12	10:42A	956–414–1825	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––

Detail for Marshal 2: 956–393–1848

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/12	10:48A	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	1	––	––	––
6/12	11:08A	956–414–1825	Peak	PlanAllow	Edinburg TX	McAllen TX	9	––	––	––
6/12	11:18A	956–499–9196	Peak	M2MAllow	Edinburg TX	Harlingen TX	3	––	––	––
6/12	11:44A	956–219–2180	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/12	12:42P	956–499–9196	Peak	M2MAllow	Edinburg TX	Harlingen TX	1	––	––	––
6/12	12:49P	956–499–9196	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/12	12:50P	956–414–1825	Peak	PlanAllow	Edinburg TX	McAllen TX	13	––	––	––
6/12	3:22P	956–607–3250	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/12	3:48P	956–289–6549	Peak	PlanAllow	Edinburg TX	Incoming CL	4	––	––	––
6/12	4:50P	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/12	4:51P	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/12	4:54P	956–573–2052	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/12	4:56P	956–499–9196	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/12	4:59P	956–432–8494	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/12	5:27P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/12	5:45P	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	3	––	––	––
6/12	5:48P	956–239–1180	Peak	M2MAllow	Edinburg TX	Edinburg TX	5	––	––	––
6/13	6:50A	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	1	––	––	––
6/13	7:43A	956–457–1080	Peak	PlanAllow	Mission TX	Edinburg TX	1	––	––	––
6/13	7:55A	956–457–1080	Peak	PlanAllow	Mission TX	Incoming CL	1	––	––	––
6/13	11:33A	956–607–6245	Peak	PlanAllow	Mission TX	Edinburg TX	2	––	––	––
6/13	1:24P	956–289–3857	Peak	M2MAllow	Mission TX	Incoming CL	1	––	––	––
6/13	2:22P	281–728–1400	Peak	PlanAllow	Mission TX	Houston TX	1	––	––	––
6/13	4:01P	956–522–4639	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
6/13	4:02P	979–966–8447	Peak	PlanAllow	Edinburg TX	LA Grange TX	2	––	––	––
6/13	4:03P	956–607–3250	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/14	1:04A	956–383–8114	Off–Peak	N&W	Edinburg TX	Incoming CL	2	––	––	––
6/14	8:40A	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/14	8:45A	956–607–3250	Peak	M2MAllow	Edinburg TX	Incoming CL	5	––	––	––
6/14	8:49A	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/14	8:55A	956–457–1772	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/14	8:56A	956–578–2744	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
6/14	8:57A	956–585–4481	Peak	PlanAllow	Edinburg TX	Mission TX	3	––	––	––
6/14	8:59A	956–457–1772	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/14	9:00A	956–227–7024	Peak	M2MAllow	Edinburg TX	McAllen TX	2	––	––	––
6/14	9:05A	956–289–6549	Peak	PlanAllow	Edinburg TX	Edinburg TX	9	––	––	––
6/14	9:39A	956–607–3250	Peak	M2MAllow	Edinburg TX	Edinburg TX	11	––	––	––
6/14	11:01A	956–607–3250	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/14	11:03A	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/14	1:03P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/14	1:16P	956–607–3250	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/14	1:48P	956–607–3250	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/14	2:23P	956–318–2656	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
6/14	2:30P	956–271–5517	Peak	M2MAllow	McAllen TX	Incoming CL	1	––	––	––
6/14	2:42P	956–383–8114	Peak	PlanAllow	McAllen TX	Incoming CL	3	––	––	––

Detail for Marshal 2: 956–393–1848

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/14	2:44P	956–271–5517	Peak	M2MAllow	McAllen TX	Mission TX	2	––	––	––
6/14	2:46P	956–383–8114	Peak	PlanAllow,CallWait	McAllen TX	Incoming CL	1	––	––	––
6/14	4:34P	956–432–8494	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/14	5:03P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/14	5:04P	956–578–2744	Peak	M2MAllow	Edinburg TX	McAllen TX	1	––	––	––
6/14	5:06P	956–585–4481	Peak	PlanAllow	Edinburg TX	Mission TX	1	––	––	––
6/15	9:46A	330–433–5979	Off–Peak	N&W	Edinburg TX	Incoming CL	4	––	––	––
6/15	2:14P	956–289–7708	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/15	2:33P	956–289–7707	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/15	2:44P	956–289–7707	Off–Peak	N&W	Edinburg TX	Edinburg TX	7	––	––	––
6/15	2:56P	956–289–7707	Off–Peak	N&W	Edinburg TX	Edinburg TX	2	––	––	––
6/15	3:25P	956–271–5517	Off–Peak	N&W	Edinburg TX	Mission TX	1	––	––	––
6/15	3:26P	956–271–5517	Off–Peak	N&W	Edinburg TX	Mission TX	2	––	––	––
6/15	4:00P	956–215–1567	Off–Peak	N&W	Edinburg TX	McAllen TX	1	––	––	––
6/15	4:01P	956–215–1567	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/16	10:27A	956–271–5517	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/16	10:35A	956–271–5517	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/16	1:02P	956–578–2744	Off–Peak	N&W	Edinburg TX	McAllen TX	2	––	––	––
6/16	1:24P	956–578–2744	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/16	8:18P	956–383–8114	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/17	9:24A	956–665–7570	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/17	9:28A	956–665–7587	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/17	9:37A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/17	10:24A	956–239–9198	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/17	2:54P	956–432–6566	Peak	PlanAllow	Edinburg TX	Mission TX	1	––	––	––
6/17	4:41P	956–665–7570	Peak	PlanAllow	Edinburg TX	Edinburg TX	7	––	––	––
6/17	5:00P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/17	7:06P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/17	8:15P	866–271–8489	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/18	7:11A	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	1	––	––	––
6/18	7:31A	956–239–1180	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/18	9:39A	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/18	9:59A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/18	11:11A	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/18	11:57A	956–292–7026	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/18	12:09P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/18	5:18P	956–519–5356	Peak	PlanAllow	Edinburg TX	Mission TX	1	––	––	––
6/18	5:33P	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/18	5:40P	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	1	––	––	––
6/18	5:54P	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/18	6:39P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	8	––	––	––
6/18	6:47P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/19	7:13A	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/19	7:46A	956–271–5517	Peak	M2MAllow	Faysville TX	Incoming CL	1	––	––	––
6/19	7:56A	956–239–1180	Peak	M2MAllow	Linn TX	Edinburg TX	1	––	––	––

Detail for Marshal 2: 956–393–1848

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/19	8:02A	956–239–1180	Peak	M2MAllow	Linn TX	Edinburg TX	1	––	––	––
6/19	10:09A	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/19	10:35A	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/19	10:50A	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/19	11:20A	956–566–0388	Peak	M2MAllow	Edinburg TX	McAllen TX	3	––	––	––
6/19	12:00P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/19	12:12P	956–393–0887	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/19	12:26P	956–346–0261	Peak	M2MAllow	Pharr TX	Brownsvl TX	5	––	––	––
6/19	2:59P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/19	3:33P	956–219–3916	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/19	3:49P	956–681–2500	Peak	PlanAllow	Edinburg TX	McAllen TX	2	––	––	––
6/19	4:11P	956–681–2500	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/19	5:10P	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/20	8:47A	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/20	9:30A	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/20	10:32A	956–346–0261	Peak	M2MAllow	Edinburg TX	Brownsvl TX	1	––	––	––
6/20	10:37A	956–328–7027	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
6/20	10:52A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/20	11:00A	956–346–0261	Peak	M2MAllow	Edinburg TX	Brownsvl TX	1	––	––	––
6/20	11:05A	956–346–0261	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
6/20	1:13P	956–393–0887	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/20	1:26P	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/20	2:59P	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/20	5:56P	956–381–9145	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/21	8:02A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/21	8:58A	956–457–1080	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	––	––	––
6/21	9:59A	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/21	10:51A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/21	11:53A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/21	2:28P	956–970–9688	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/21	2:43P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/21	7:24P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	3	––	––	––
6/22	8:44A	956–271–5517	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/22	12:09P	956–271–5517	Off–Peak	N&W	Mission TX	Incoming CL	1	––	––	––
6/22	2:10P	956–271–5517	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/22	2:12P	956–271–5517	Off–Peak	N&W	Edinburg TX	Incoming CL	2	––	––	––
6/23	9:56A	956–271–5517	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/23	10:20A	956–271–5517	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/23	9:34P	956–271–5517	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/23	9:36P	956–271–5517	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/24	7:14A	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/24	10:07A	956–457–1080	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/24	10:52A	956–648–2869	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
6/24	10:55A	956–648–2869	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/24	12:27P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––

Detail for Marshal 2: 956–393–1848

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/24	12:58P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/24	3:15P	281–728–1400	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/25	9:06A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/25	1:21P	956–318–2656	Peak	PlanAllow	McAllen TX	Incoming CL	1	––	––	––
6/25	5:12P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/25	6:07P	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	1	––	––	––
6/25	8:31P	956–271–5517	Peak	M2MAllow	Edinburg TX	Mission TX	1	––	––	––
6/26	11:32A	956–239–0198	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/26	4:23P	956–289–3857	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/26	4:36P	281–728–1400	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/26	4:44P	281–728–1400	Peak	PlanAllow	Edinburg TX	Incoming CL	3	––	––	––
6/26	4:51P	956–239–1180	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/26	4:53P	956–454–1098	Peak	M2MAllow	Edinburg TX	Harlingen TX	1	––	––	––
6/26	4:53P	956–454–1098	Peak	M2MAllow	Edinburg TX	Harlingen TX	2	––	––	––
6/27	9:04A	956–330–3573	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/27	9:12A	956–457–1080	Peak	PlanAllow	Donna TX	Incoming CL	1	––	––	––
6/27	9:24A	956–330–3573	Peak	PlanAllow	Weslaco TX	Edinburg TX	1	––	––	––
6/27	9:27A	956–289–3857	Peak	M2MAllow	Weslaco TX	Incoming CL	2	––	––	––
6/27	9:29A	956–330–3573	Peak	PlanAllow	Weslaco TX	Edinburg TX	1	––	––	––
6/27	9:29A	956–289–3857	Peak	M2MAllow,CallWait	Weslaco TX	Incoming CL	4	––	––	––
6/27	9:33A	956–330–3573	Peak	PlanAllow	Weslaco TX	Incoming CL	1	––	––	––
6/27	9:51A	956–271–5517	Peak	M2MAllow	Edcouch TX	Incoming CL	1	––	––	––
6/27	10:00A	956–854–7847	Peak	PlanAllow	Edcouch TX	Weslaco TX	1	––	––	––
6/27	10:58A	956–383–7691	Peak	PlanAllow	Faysville TX	Incoming CL	5	––	––	––
6/27	11:03A	956–227–7024	Peak	M2MAllow	Faysville TX	McAllen TX	2	––	––	––
6/27	11:05A	956–239–3071	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/27	11:24A	956–318–2656	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/27	11:26A	956–402–4444	Peak	PlanAllow	Edinburg TX	Pharr TX	2	––	––	––
6/27	11:27A	956–318–2656	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/27	11:29A	956–457–4997	Peak	PlanAllow	Edinburg TX	Incoming CL	2	––	––	––
6/27	12:01P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/27	12:27P	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/27	12:27P	956–289–3857	Peak	M2MAllow,CallWait	Edinburg TX	Incoming CL	1	––	––	––
6/27	4:15P	956–970–9688	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
6/27	7:56P	956–239–1180	Peak	M2MAllow	Edinburg TX	Edinburg TX	1	––	––	––
6/28	10:40A	956–578–2744	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
6/28	10:51A	956–358–5409	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
6/28	2:20P	Unavailable	Peak	PlanAllow	Edinburg TX	Incoming CL	8	––	––	––
6/29	9:28A	956–271–5517	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/29	1:15P	956–271–5517	Off–Peak	N&W	Edinburg TX	Incoming CL	1	––	––	––
6/29	1:48P	956–227–7024	Off–Peak	N&W	Edinburg TX	McAllen TX	1	––	––	––
6/29	3:28P	956–929–0271	Off–Peak	N&W	Edinburg TX	Incoming CL	7	––	––	––
6/29	6:47P	956–227–7024	Off–Peak	N&W	Alamo TX	McAllen TX	1	––	––	––
6/29	6:48P	956–903–4109	Off–Peak	N&W	Alamo TX	Mercedes TX	2	––	––	––
6/29	6:51P	956–393–0887	Off–Peak	N&W	Weslaco TX	Edinburg TX	2	––	––	––

Detail for Marshal 2: 956–393–1848

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
6/30	12:12A	800–531–5000	Off–Peak	N&W	Edinburg TX	Toll–Free CL	5	––	––	––
7/01	5:56A	956–289–3873	Off–Peak	N&W	Edinburg TX	Incoming CL	3	––	––	––
7/01	6:30A	956–289–3873	Peak	M2MAllow	Edinburg TX	Edinburg TX	2	––	––	––
7/01	9:20A	956–289–3873	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
7/01	10:25A	956–328–9129	Peak	PlanAllow	Edinburg TX	McAllen TX	1	––	––	––
7/01	10:26A	956–328–9129	Peak	PlanAllow	Edinburg TX	Incoming CL	1	––	––	––
7/01	11:09A	956–975–6444	Peak	M2MAllow	Edinburg TX	Weslaco TX	1	––	––	––
7/01	11:27A	956–227–7024	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––
7/01	11:42A	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	2	––	––	––
7/01	1:24P	956–271–5517	Peak	M2MAllow	Edinburg TX	Incoming CL	1	––	––	––

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

Notice Of Change To Regulatory Charge

Beginning August 1, 2013, the monthly Regulatory Charge for voice and email plans will change from $0.16 per line each month to $0.21 per line each month. For Mobile Broadband plans, the Regulatory Charge will remain at $0.02 per line each month. For information regarding the Regulatory Charge, call 1–888–684–1888.

FUSC Change

The Federal Universal Service Charge (FUSC) is a Verizon Wireless charge that is subject to change each calendar quarter based on contribution rates prescribed by the FCC. On July 1, the FUSC decreased to 3.60 percent of assessable wireless charges, other than separately billed interstate and international telecom charges. The FUSC on separately billed interstate and international telecom charges decreased to 15.10 percent. For more details, please call 1–888–684–1888.

AI-40067 **Urban County 15. A.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of Precinct No.3, is requesting consideration and action to award and enter into a construction contract with GP7 Construction, Inc. for a 2006 Street Improvements project in the amount of $58,520.00, utilizing funds from UCP Years 21-24, and 25 (2008-2012), Urban County Street Improvements line item.

BACKGROUND

The bid opening was held July 17, 2013 and the lowest bidder meeting all specifications and/or requirements was GP7 Construction, Inc. The project involves the purchase and installation of guardrails on Mile 2 (from Abram to FM 492) in Mission, Texas. Please see the attached letter of recommendation by the project engineer, city's recommendation letter and contractor's general liability insurance. Project's engineering firm is Hinojosa Engineering, Inc.

Contractor: GP7 Construction, Inc.
Contract Amount: $58,520.00

Funds Available:	$ 23,691.82	YR 21 (2008) Precinct No.3 Street Imp funds
	$ 53,387.80	YR 22 (2009) Precinct No.3 Street Imp funds
	$ 78,771.39	YR 23 (2010) Precinct No.3 Street Imp funds
	$ 87,450.31	YR 24 (2011) Precinct No.3 Street Imp funds
	$ 198,312.40	YR 25 (2012) Precinct No.3 Street Imp funds
	$ 441,613.72	Total funding available

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/06/2013 05:04 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Mary Flores Started On: 08/06/2013 03:55 PM

Final Approval Date: 08/16/2013

Joe M. Flores
County Commissioner Pct. No. 3

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

July 26, 2013

Diana Serna, Director
Urban County Program
c/o Candace Armenta, Program Coordinator
3304 W. Alberta Rd.
Edinburg, Texas 78539

Dear Ms. Serna,

Please proceed to award the installation of guardrails to the lowest bidder for 2 Mile Line (492 to Abram Road) project.

Should you need additional information, please do not hesitate to contact my office at (956)585-4509.

Thank you,

Joe M. Flores, Commissioner
Hidalgo County Precinct #3

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying
REGISTRATION NUMBER F-908 EXPIRATION DATE 09/30/2013

July 19, 2013

Candace J. Armenta
Program Coordinator
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78589
(956)787-8127 Ph
(956)787-5291 Fax

RE: **Letter of Recommendation**

PROJECT: **Precinct No.3 Street Improvements**
Mile 2 (Abram to FM 492) Guardrails
Bid No. 5006-93-0311-5000-9300-UCP-CJA

Dear Candace,

On July 17, 2013 bids were opened on the above referenced project at the Hidalgo County Purchasing Department. A total of two bids were submitted for the project. Contractors submitting bids were GP7 Construction, Inc. ($58,520.00), and Guerra Construction ($60,000.00). Based on the bid amounts submitted, Hinojosa Engineering, Inc. recommends the project be awarded to the low bidder GP7 Construction, Inc..

Respectfully submitted,
Hinojosa Engineering, Inc.

Ricardo Hinojosa, P.E.
President

CC: Hinojosa Engineering, Inc. File

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: July 17, 2013	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID:"Precinct No. 3 Street Improvements-Mile 2 (Abram to FM 492) Guardrails""

BID NO: 5006-93-0311-5000-9300-UCP-CJA **PROCUREMENT SPECIALIST:**

RFB NO.	Name of Company	Bid Price	Bid Bond/ Cashier's Check Included
1.	GP7 Construction Inc.	$58,520.00	✓
2.	Guerra Construction Company	$60,000.00	✓
3.			
4.			
5.			
6.			
7.			
8.			
9.			

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.**

CONSTRUCTION CONTRACT

This Agreement entered into this **20th Day of August, 2013** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **GP7 Construction, Inc. (a corporation)** (a partnership) (an individual) of **Brownsville,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**Precinct No.3 – Street Improvements**
PROJECT No.:	**5006-93-0311-5000-9300-UCP-CJA**
PROJECT DESCRIPTION:	**Street improvements on Mile 2 (Abram to FM 492) guardrails**

heinafter called the project, for the sum of **($58,520.00) – Fifty-eight thousand five hundred twenty dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Hinojosa Engineering, Inc.**, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **(30) thirty** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($100.00) one hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Steve Garza, Owner
GP7 Construction, Inc.

Name of Firm: GP7 Construction, Inc.

Address: 304 Palo Verde
Brownsville, Texas 78521

Federal I.D./S.S.: 46-2966021

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(name) (title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/05/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078

CONTACT NAME: GREG KLEMENT
PHONE (A/C, No, Ext): (972) 562-7455 FAX (A/C, No): (972) 562-7129
E-MAIL ADDRESS: GREG@KLEMENTAGENCY.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ESSEX INSURANCE CO.	
INSURER B : PROGRESSIVE COUNTY MUTUAL	
INSURER C : EVANSTON INSURANCE CO	
INSURER D : TEXAS MUTUAL INS. CO	
INSURER E : ZURICH INSURANCE CO	
INSURER F :	

INSURED

GP7 CONSTRUCTION LLC
304 PALO VERDE DR
BROWNSVILLE TX 78521-

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			3DL0298	09/29/2012	09/29/2013	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			082700180-1	10/03/2012	10/03/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [X] OCCUR			XOMS552712	09/29/2012	09/29/2013	EACH OCCURRENCE	$ 3,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 3,000,000
	[ ] DED [ ] RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SBP-0001238374-2013	06/01/2013	06/01/2014	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
E	RENTED/ LEASED EQUIPMENT COVERAGE			EC71286860-01	08/01/2013	08/01/2014	MAX PER ITEM	250,000
							MAX PER LOSS	250,000
							DEDUCTIBLE	1,000

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

CERTIFICATE HOLDER

HIDALGO COUNTY
URBAN COUNTY PROGRAM
1916 TESORO BLVD
PHARR TX 78577-

Fax: ( ) -

CANCELLATION AI 106209

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AI-40085 **Head Start** **16. A.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Adjustment to the Hours of Operation

BACKGROUND

Policy Council Approval: 08.14.13

Attachments

Hours of Operation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/07/2013 04:02 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Linda Galaviz Started On: 08/07/2013 02:44 PM

Final Approval Date: 08/16/2013

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: August 14, 2013

SUBJECT: Discussion/Approval of Adjustment to the Hours of Operation

RATIONALE/NEED: The adjustment to the Hours of Operation will safe guard instructional time and will adjust nap time.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Memo to Policy Council

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Tx. 78540-0117

To: Policy Council

From: Teresa Flores, Executive Director

Date: August 6, 2013

Subject: Hours of Operation/Daily Schedule

Head Start is an important milestone in the educational lives of children. A positive *"school"* experience makes it much more likely that the coming years of schooling will also be positive. Research has demonstrated that the first five years are especially important to children's future brain development. Head Start provides a tremendous opportunity to help children build a strong foundation in all areas of development. This can be done best by providing a wealth of hands-on activities where children can learn through play and exploration, with the guidance of a caring teacher who intentionally plans experiences for them.

It is the intent of the Hidalgo County Head Start Program to provide quality educational services to the children it serves, and to ensure future success in school. It is with this goal in mind, that a change to the hours of operation and the classroom daily schedule is required. After a careful review of the Federal Regulations, the new expectations for school readiness, and an extensive discussion with staff, it has been concluded that changing the hours of operation from 7:30 a.m. to 5:30 p.m. **to *7:45 a.m. to 5:15 p.m.*** will allow the classroom staff to provide additional instructional time to the children. Other changes also include modifications to the daily schedule that will allow the program to safe guard instructional time. These changes include the following:

- Beginning the instructional day at 8:15 a.m.
- Specific time frames for skill development, and
- A shorter nap period (from two hours to one). This change will shorten the amount of time the children are left alone with one classroom staff. Although staff's lunch break will be thirty (30) minutes, they will be arriving to work fifteen (15) minutes later and will be leaving fifteen (15) minutes earlier.

The new hours of operation will continue to allow time for working parents to drop off and pick up their children on time.

The Hidalgo County Head Start Program continues to look for innovative ways of providing quality services to children and families. Although financial resources have been reduced considerably, the Program continues to strive to achieve excellence in all areas of the program especially in the area of early childhood development. We look forward to another successful year and to a very successful Federal Review.

AI-40084 **Head Start 16. B.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Letter from the Department of Health and Human Services (DHHS) Office of Head Start Regarding Grantee Assignments

BACKGROUND

Policy Council Meeting: 08.14.13

Attachments

DHHS Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/08/2013 01:28 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Linda Galaviz Started On: 08/07/2013 02:32 PM

Final Approval Date: 08/16/2013

ADMINISTRATION FOR
CHILDREN & FAMILIES
Office of Head Start, 1301 Young Street, Room 937, Dallas, TX 75202 www.eclkc.ohs.acf.hhs.gov

July 30, 2013

Dear Executive Director:

As you are aware the Office of Head Start Region VI issued a prior notification to your agency regarding upcoming internal transitions as it related to grantee assignments.

Over the course of the past month, we have experienced additional transitions which impacted finalizing our systematic internal reassignments. A decision was made to delay this notification until today, to ensure you had the most up-to-date information.

I would like to remind everyone that continuous assessment of an agency's progression within a constantly changing business environment is essential for all of us. While oftentimes these changes are due to transitions of personnel, it is also about coming to the realization that we need to move toward efficiency in operations and constantly assess various strategies to improve customer service. We will continue our state-based organizational structure with these refinements and personnel reassignments to States within our Region.

I recognize the uncertainty of change is normally followed with a degree of anxiety; however, I would like to assure you that staff assignments were made with an expectation of a detailed briefing of your grant as it passed hands in order to sustain continued quality services provided by our office. All Program Specialists were asked to communicate to you directly, who your new assigned Program Specialist would be and their contact information in order to ensure a fluid transition. These assignments are effective August 1, 2013.

The OHS Region VI will continue to operate in partnership with the support of the Regional Grants Management Unit, Head Start State Collaboration Directors, and the Training and Technical Assistance Network to help you achieve local, state, and national goals and objectives. The enclosed Region VI Contact Sheet identifies your primary contacts as it relates to both the programmatic and financial aspect of your grant and identifies other partners who have a vested interest in your organization's performance and success. Feel free to reach out to these individuals when you have need.

Thank you for your continued focus on quality outcomes for your staff, children, families and their communities.

Sincerely,

Kimberly Chalk
Regional Program Manager
Office of Head Start, Region VI

Enclosure

cc: Board of Directors (all members)
Policy Council (all members)
Head Start and/or Early Head Start Director
Chief Financial Officer
Office of Head Start Region VI (all Program Specialists)
Regional Grants Management Officer
Head Start State Collaboration Office Director (within Region VI)
Training and Technical Assistance Network

OHS Region VI

Contact Sheet

As of August 1, 2013

Grant #: **06CH0183**

Program Specialist –Point of Contact Programmatic questions or concerns
Michelle Helmke
(214) 767-8852
michelle.helmke@acf.hhs.gov

Regional Office Area Lead – State Specific, Secondary Programmatic Point of Contact
Paul McSpadden
(214) 767-8832
paul.mcspadden@acf.hhs.gov

Grants Management Specialist –Point of Contact Fiscal questions or concerns
Eric Weiss
(214) 767-8823
eric.weiss@acf.hhs.gov

Grants Management Team Leader – Secondary Fiscal Point of Contact
Janice Pruitt
(214)767-2972
janice.pruitt@acf.hhs.gov

Early Childhood Education Specialist – Training & Technical Assistance Network
Yolanda Castro
(830) 714-5572
castro_yolanda@bah.com

Head Start State Collaboration Office Director
LaShonda Y. Brown
(866) 282-7780 or (713) 500-3835
LaShonda.Brown@uth.tmc.edu

Region 6 Head Start Telephone Numbers:
(214)767-2981 –OHS main telephone number
(214)767-2038 – OHS main fax number

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: August 14, 2013

SUBJECT: Discussion/Approval of Adjustment to the Hours of Operation

RATIONALE/NEED: The adjustment to the Hours of Operation will safe guard instructional time and will adjust nap time.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Memo to Policy Council

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Tx. 78540-0117

To: Policy Council

From: Teresa Flores, Executive Director

Date: August 6, 2013

Subject: Hours of Operation/Daily Schedule

Head Start is an important milestone in the educational lives of children. A positive *"school"* experience makes it much more likely that the coming years of schooling will also be positive. Research has demonstrated that the first five years are especially important to children's future brain development. Head Start provides a tremendous opportunity to help children build a strong foundation in all areas of development. This can be done best by providing a wealth of hands-on activities where children can learn through play and exploration, with the guidance of a caring teacher who intentionally plans experiences for them.

It is the intent of the Hidalgo County Head Start Program to provide quality educational services to the children it serves, and to ensure future success in school. It is with this goal in mind, that a change to the hours of operation and the classroom daily schedule is required. After a careful review of the Federal Regulations, the new expectations for school readiness, and an extensive discussion with staff, it has been concluded that changing the hours of operation from 7:30 a.m. to 5:30 p.m. **to *7:45 a.m. to 5:15 p.m.*** will allow the classroom staff to provide additional instructional time to the children. Other changes also include modifications to the daily schedule that will allow the program to safe guard instructional time. These changes include the following:

- Beginning the instructional day at 8:15 a.m.
- Specific time frames for skill development, and
- A shorter nap period (from two hours to one). This change will shorten the amount of time the children are left alone with one classroom staff. Although staff's lunch break will be thirty (30) minutes, they will be arriving to work fifteen (15) minutes later and will be leaving fifteen (15) minutes earlier.

The new hours of operation will continue to allow time for working parents to drop off and pick up their children on time.

The Hidalgo County Head Start Program continues to look for innovative ways of providing quality services to children and families. Although financial resources have been reduced considerably, the Program continues to strive to achieve excellence in all areas of the program especially in the area of early childhood development. We look forward to another successful year and to a very successful Federal Review.

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: August 14, 2012

SUBJECT: Discussion/Approval of Addenda to Transportation and Health Services 2013-2014 Program Plans

RATIONALE/NEED: The monitoring component to the Plans was inadvertently left out during the review and revisions process. This component is critical to the implementation of the Plans.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Addendum Section to the Transportation and Health Services 2013-2014 Program Plans

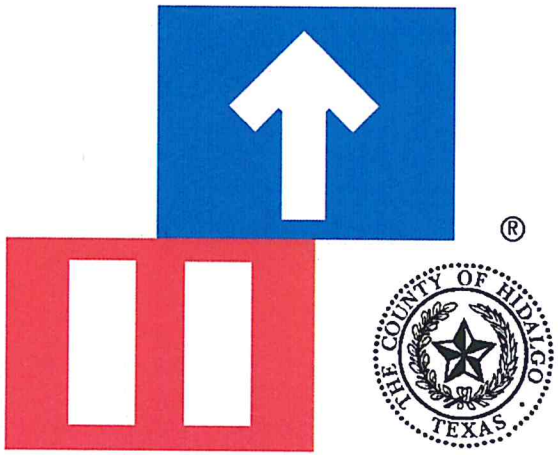
****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Addendum to Transportation Program Plan
2013-2014



Performance Standard C.F. Regulation: 1304.51 (i) (2) Ongoing Monitoring

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2013-2014

PERFORMANCE STANDARD: 1304.51 (i) (2)

GOAL: The Hidalgo County Head Start Program establishes and implements procedures for on-going monitoring of transportation services to ensure effective implementation of Federal Regulations.

OBJECTIVE: To ensure the transportation services aspect of the program are effectively implemented following Federal Regulations.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
1. The Transportation Services Department Staff will participate in the programs annual self-assessment.	Administrative Team, Consultants, Center Staff, Parents	Executive Program Director, Assistant Program Directors, Policy Council	PY 2013-2014 (as scheduled in the program's calendar)	Protocol for the 2013-2014 Federal Review
2. The Center Manager and Transportation Coordinator use the following procedure to ensure the on-going monitoring of the program's transportation services.	Bus Driver	Field Operations Director, Transp./Maint. Coordinator	Daily (workdays)	Pre/Post Inspection Report
3. Pre/Post Trip Inspection Report-the Pre-Trip Inspection is conducted in the mornings before the the bus begins the route to ensure the bus is safe and road worthy. In the event the driver identifies any mechanical mal-function, he reports it to the Fields Operation Director or Transportation Coordinator and does not operate the bus until the malfunction is corrected. This will ensure the safety of the children and the bus staff as well. The Post-Trip Inspection is conducted at the end of the Workday to ensure the bus is still in safe operating con-dition.	Bus Driver	Field Operations Director, Transp./Maint. Coordinator	Daily (workdays)	Pre/Post Inspection Report

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2013-2014

PERFORMANCE STANDARD: 1304.51 (i) (2) continued

GOAL: The Hidalgo County Head Start Program establishes and implements procedures for on-going monitoring of transportation services to ensure effective implementation of Federal Regulations.

OBJECTIVE: To ensure the transportation services aspect of the program are effectively implemented following Federal Regulations.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
4. Bus Route Monitoring Report-The Center Manager and Transportation Coordinator will ride each bus, unannounced, a minimum of three times per school year to ensure all Federal Regulations are being met. A checklist will ensure all required documentation is approved for all children being transported; all required safety equipment, such as, a Certified Fire Extinguisher with identifiable sign and mounted on bracket, well supplied First Aid Kit, Emergency blanket, bio-hazard material kit, seat belt cutter mounted away from children's reach.	Center Manager, Transp./Maint. Coordinator, Field Operations Director	Center Manager, Transp./Maint. Coordinator, Field Operations Director	PY 2013-2014	Bus Route Monitoring Report
5. This monitoring instrument will also ensure the observation of children being assisted when boarding and exiting the bus and the implementation of the approved Child's Safety Restraint System. Part of the bus monitoring will also enable the monitor to observe the bus driver conduct a thorough check for any children or personal belonging left behind.	Center Manager, Transp./Maint. Coordinator, Field Operations Director	Center Manager Transp./Maint. Coordinator Field Operations Director	PY 2013-2014	Bus Route Monitoring Report

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2013-2014

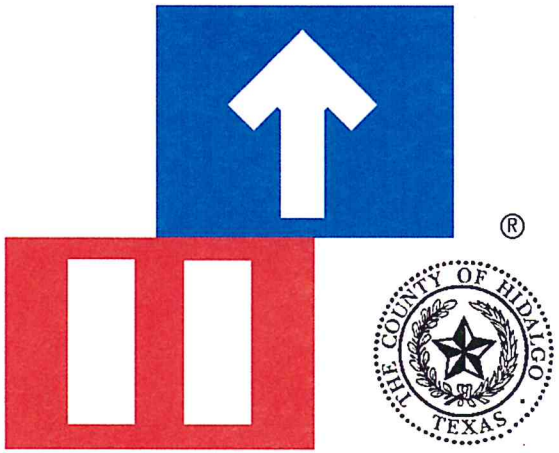
PERFORMANCE STANDARD: 1304.51 (i) (2) continued

GOAL: The Hidalgo County Head Start Program establishes and implements procedures for on-going monitoring of transportation services to ensure effective implementation of Federal Regulations.

OBJECTIVE: To ensure the transportation services aspect of the program are effectively implemented following Federal Regulations.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
6. Behind the Wheel Driver Education-The Field Operations Director and/or Transportation Coordinator conducts the evaluation during the bus driver's interview to determine if the applicant is physically able to drive a bus and also observe if the driver is observing all Local, State and Federal Traffic Laws, including Railroad Crossing and avoiding wide right turns. The driver's respective Center Manager will conduct the same evaluation at the time of driver's annual performance evaluation.	Field Operations Director, Transp./Maint. Coordinator, Center Manager	Field Operations Director Transp./Maint. Coordinator, Center Manager	Pre-Employment, Annual Evaluation	Behind the Wheel Driver Evaluation

Addendum to Health Services Program Plan
2013-2014



Performance Standard C.F. Regulation: 1304.51 (i) (2) Ongoing Monitoring

HIDALGO COUNTY EARLY HEAD START / HEAD START PROGRAM
EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2013 – 2014

PERFORMANCE STANDARD C. F. Regulation: 1304.51 (i) (2) Ongoing Monitoring

GOAL: The ***HIDALGO COUNTY EARLY HEAD START / HEAD START PROGRAM*** will ensure that the program is effectively implementing Federal regulations.

OBJECTIVE: To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
I. **Child Health Summary** – The parent/guardian will assist staff by providing up-to-date health information. For example: medical provider information, physical/dental exams, vision/hearing screening, immunizations, tuberculin and lead testing. The information will allow us to update the child's health status according to State/Federal guidelines.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Prior to first day of school 45 days 90 days Ongoing	Medical Provider Information Physical Exam Dental Exam Vision/Hearing Screening Immunization Card Promis Tracking System
II. **Accident/Incident Report** – In case of an emergency involving a Head Start child, the staff will notify the parent/guardian immediately. If the parent/guardian is unavailable, the staff will notify the emergency contact. A notice of illness or injury will be sent home with the child. Documentation will be written in the family contact notes and an accident report will be sent to administration.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Ongoing	Notice of Injury/Illness Family Contact Notes Accident/Incident Report
III. **Suspected Child Abuse Report** – Staff will report all suspected causes of abuse and neglect to the appropriate agency immediately. Also, staff will complete the Suspected Abuse and Neglect form and including a summary of the incident that occurred. All information is kept **strictly** confidential and secured under lock and key. Staff will receive annual training from local agencies and the health department on reporting suspected abuse and neglect.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Ongoing	Suspected Child Abuse and Neglect Form
IV. **Medication Administration Agreement** – Staff will give the parent /guardian a health community resource book on assistance for medical services and dental, if needed. The Registered Nurse will also educate teachers and the parent/guardian on the proper administration of medication. This information will be tracked by nurses and follow-ups will be done accordingly.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Ongoing	Medication Administration Checklist Medication Authorization Form & Log Promis Tracking System

HIDALGO COUNTY EARLY HEAD START / HEAD START PROGRAM
EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2013 – 2014

PERFORMANCE STANDARD C. F. Regulation: 1304.51 (i) (2) Ongoing Monitoring

GOAL: The ***HIDALGO COUNTY EARLY HEAD START / HEAD START PROGRAM*** will ensure that the program is effectively implementing Federal regulations.

OBJECTIVE: To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Health.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
I. **Child Health Summary** – The parent/guardian will assist staff by providing up-to-date health information. For example: medical provider information, physical/dental exams, vision/hearing screening, immunizations, tuberculin and lead testing. The information will allow us to update the child's health status according to State/Federal guidelines.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Prior to first day of school 45 days 90 days Ongoing	Medical Provider Information Physical Exam Dental Exam Vision/Hearing Screening Immunization Card Promis Tracking System
II. **Accident/Incident Report** – In case of an emergency involving a Head Start child, the staff will notify the parent/guardian immediately. If the parent/guardian is unavailable, the staff will notify the emergency contact. A notice of illness or injury will be sent home with the child. Documentation will be written in the family contact notes and an accident report will be sent to administration.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Ongoing	Notice of Injury/Illness Family Contact Notes Accident/Incident Report
III. **Suspected Child Abuse Report** – Staff will report all suspected causes of abuse and neglect to the appropriate agency immediately. Also, staff will complete the Suspected Abuse and Neglect form and including a summary of the incident that occurred. All information is kept **strictly** confidential and secured under lock and key. Staff will receive annual training from local agencies and the health department on reporting suspected abuse and neglect.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Ongoing	Suspected Child Abuse and Neglect Form
IV. **Medication Administration Agreement** – Staff will give the parent /guardian a health community resource book on assistance for medical services and dental, if needed. The Registered Nurse will also educate teachers and the parent/guardian on the proper administration of medication. This information will be tracked by nurses and follow-ups will be done accordingly.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Ongoing	Medication Administration Checklist Medication Authorization Form & Log Promis Tracking System

Hidalgo County Head Start Program

Policy Council Agenda

DATE: August 14, 2013

SUBJECT: Discussion and Action on Change Order #1 Submitted by Del Sol Homes, LLC

RATIONALE/NEED: Del Sol Homes, LLC submitted change order No. 1 regarding the Palmview I Head Start Center.

RECOMMENDATION: Administration is recommending denying change order as it was submitted late by the contractor; the contractor abandoned the project. The Head Start Program contracted an electrician to finish the electrical work.

COST:

RELATED INFORMATION INCLUDES: Change Order Information

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: for T. Flores

Del Sol Homes LLC
143 E. Chapin
Edinburg, TX 78542
Phone: (956) 272-3112
Fax: (267) 630-8592
dconstructions@yahoo.com

July 11, 2013

Ricardo Gonzalez
OXFORD & GONZALEZ
P. O. Drawer 630
Edinburg, Texas 78539

Fax # (956) 381-0002

RE: Project: Contract Dated October 23, 2012
Relocation of Palmview1 Head Start Bldg

Dear Mr. Gonzalez:

I have reviewed your letter addressed to James Jeffers dated July 9, 2013, in which you state we never requested a "Change Order" for the additional work. We have always requested change orders from the very beginning. Director Teresa Flores threatened us when we kept requesting change orders. We were never provided with change orders even though we requested them. We did do a change order for the additional electrical work. Attached you will find the change order for the electrical work that we provided to Steve McGarraugh on June 5, 2013.

If you should have any questions, please feel free to call.

Sincerely,

Jose De La Fuente
President

Enclosures

FILE COPY

Del Sol Homes
143 E. Chapin
Edinburg, TX 78542
Phone: (956) 272-3112
Fax: (267) 630-8592
dconstructions@yahoo.com

JUN 2013

TRANSMITTAL FORM

Del Sol Homes LLC COMPANY NAME	(956) 272-3112 PHONE NUMBER	06/05/2013 DATE
143 E. Chapin Rd. ADDRESS	Edinburg, TX 78541 CITY / STATE / ZIP CODE	
Dannenbaum Engineering Company COMPANY	Steve McGarraugh ATTENTION	
Jose De La Fuente FROM	PROJECT NAME	

Subject: Hidalgo County Headstart Program Relocation I

We are sending you: ☑ ATTACHED ☐ UNDER SEPARATE COVER

Via: ☐ US MAIL ☐ EXPRESS MAIL
☑ HAND DELIVERY ☐ FAX
☐ FEDEX ☐ OTHER A- Fast Delivery

	DESCRIPTION	DATE	NO COPIES
	AIA Document G 709	06/05/2013	3
	Proposal Exhibit (A)	06/05/2013	3
	Plans By Trinity Engineering (E2.1)	06/05/2013	3

For your:
☑ RECORDS
☑ USE AND INFORMATION
☑ APPROVAL
☑ REVIEW AND COMMENT
☑ USE AND DISTRIBUTION

Memo: Thank you .

SIGNED

PROJECT REFERENCE NO. / NAME:

PROJECT REFERENCE NO. / NAME:

ORIGINAL

Del Sol Homes LLC
143 E. Chapin
Edinburg, TX 78542
Phone: (956) 272-3112
Fax: (267) 630-8592
dconstructions@yahoo.com

06/05/2013

Proposal #001

Mr. Steve McGarraugh
Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208

Re: Palmiview HeadStart I Building Relcoation
" Electrical Schematic Diagram"

- Scope of Work -

Follow All instructions General Notes and Electrical Riser Diagram Keyed Notes submitted on Plan Sheet No. E2.1

Warranty on All Labor & Materials

$14,200.00 (Fourteen thousand two Hundred Dollars no Cents 0

7 Working Completion Days from Date of Signed Change Order or P.O

Special "Note" Please Keep In mind that if this scope of work is done by another electrical contractor their can be a high risk of of Contracted electrical contractor of voiding his contract .

Respectfully,

Jose De La Fuente / President / Del Sol Homes LLC

ORIGINAL

AIA® Document G709™ – 2001

Work Changes Proposal Request

PROJECT: *(Name and address)*
Building Relocation - Palmview I
1208 Paula Dr. Palmview I
Palmview , Texas

OWNER: *(Name and address)*
Hidalgo County Headstart Program
1901 West State Highway 107
McAllen, Texas 78504

FROM ARCHITECT: *(Name and address)*
Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78501

TO CONTRACTOR: *(Name and address)*
Del Sol Homes LLC
143 E. Chapin
Edinburg, Texas 78541

PROPOSAL REQUEST NUMBER:
#001

DATE OF ISSUANCE:
06/05/2013

CONTRACT FOR:
Electrical Service

CONTRACT DATE:
10/23/2012

ARCHITECT'S PROJECT NUMBER:

OWNER ☒
ARCHITECT ☒
CONSULTANT ☒
CONTRACTOR ☐
FIELD ☐
OTHER ☐

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within ( ) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION: *(Insert a written description of the Work.)*
Electrical Schematic Diagram

ATTACHMENTS: *(List attached documents that support description.)*
Attached In Exhibit (A)
Plans (E2.1) By Trinity MEP Engineering

REQUESTED BY THE ARCHITECT:

(Signature)

(Printed name and title)

AIA Document G709™– 2001. Copyright © 1970, 1993 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 06/05/2013 13:42:15 under the terms of AIA Documents on Demand® Order No. 2008608732 , and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.
051711ACD44

120/208V, 3Ø 4W ELECTRICAL LOAD ANALYSIS

DESCRIPTION	SQ.FT.	W/SQ FT.	TOTAL WATTS
LIGHTING	5518	3	16554
GENERAL POWER	5518	1	5518
AC	5518	18	99324
WATER HEATER	-	1	4500

TOTAL WATTS: 126 KW
TOTAL AMPS: 350 AMPS
WIRE SIZE AMPS: 360 AMPS

GENERAL NOTES:

A. PROVIDE GROUND BONDING AS INDICATED ON THE NATIONAL ELECTRICAL CODE.

B. NAME PLATES SHALL BE PROVIDED FOR ALL ELECTRICAL SWITCH GEAR, PANEL BOARDS, LIGHTING CONTACTORS, LIGHTING CONTROL PANELS ETC. BY ELECTRICAL CONTRACTOR.

C. NEW ELECTRICAL METERING AND SERVICE EQUIPMENT SHALL BE PROVIDED AND INSTALLED ACCORDING TO THE LOCAL POWER UTILITY CO. AND CITY REQUIREMENTS. VERIFY AND COORDINATE WITH POWER UTILITY CO. AND ANY BEFORE BID AND INSTALLATION

D. COMPLY WITH NFPA 70E SAFETY REQUIREMENTS.

E. PANELBOARDS WITH MORE THAN 42 CIRCUITS SHALL BE IN ONE CABINET ENCLOSURE, UNLESS OTHERWISE NOTED

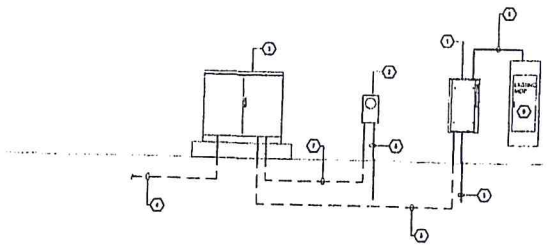
F. PROVIDE 4" CONCRETE PAD FOR ALL DRY TYPE TRANSFORMERS

G. ALL END SECTION PANELBOARDS SHALL BE FEED THRU LUGS

H. CONTRACTOR SHALL BE RESPONSIBLE FOR COURTESY OF ELECTRICAL SERVICE TO THE NEW BUILDING WITHIN PROJECT SCHEDULE. COORDINATE ALL COST FOR LABOR AND MATERIALS WITH LOCAL ELECTRICAL UTILITY COMPANY PRIOR TO BID. ALL COST ASSOCIATED WITH THE DELIVERY OF ELECTRICAL SERVICE INCLUDING ALL MATERIALS SHALL BE INCLUDED IN BID. TRANSITION OF NEW ELECTRICAL SERVICE SHALL PROCEED IN WEEKENDS OR HOLIDAYS, INCLUDE ALL COST IN BID FOR OVERTIME FROM ELECTRIC UTILITY COMPANY. NO ADDITIONAL PAYMENT WILL BE MADE FOR SERVICE DELIVERY COSTS AFTER CONTRACT HAS BEEN AWARDED

ELECTRICAL RISER DIAGRAM KEYED NOTES:

1. 400 AMPS, 208V, 3Ø, 4W, 65KAIR, HEAVY DUTY NEMA 3R ENCLOSURE, FUSED 350 AMPS
2. NEW ELECTRICAL SERVICE METER 120/208V, 3Ø, 4W. CONTRACTOR SHALL COORDINATE ALLOCATION OF METER. METER SOCKETS AND WIRING WITH POWER COMPANY
3. NEW POWER COMPANY PAD MOUNT TRANSFORMER 120/208V, 3Ø, 4W. PROVIDE CONCRETE PAD AS PER POWER COMPANY REQUIREMENTS
4. ALUMINUM AND METAL 3/4" EC FOR UTILITY PRIMARY RACEWAY EQUIPMENT SOURCE AS DIRECTED BY UTILITY COMPANY, PROVIDE WARNING RIBBONS 12" ABOVE CONDUIT
5. #1/0 AL 3/4" Ø COPPER CLAD ROD. PROVIDE GROUNDING AS PER NEC REQUIREMENTS
6. 2" PIPE EACH #4/0 AL CONT. 3C
7. 1" EC WITH PULLSTRING
8. 2" PIPE EACH #250 CONT. 4 #1/0, 1 #6 G
9. EXISTING 120/208V, 3Ø, 4W, 400AMP ELECTRICAL PANELBOARD



1 ELECTRICAL SCHEMATIC DIAGRAM
SCALE: NTS

5/28/13

TRINITY
MEP ENGINEERING
2323 Memorial Dr. Ste A / Waxahachie, Tx 75165
p 972.923.0500 / f 866.361.9790
www.trinitymep.com | Copyright 2012
Texas Registered Engineering Firm / F-10602
Project number 1234-04

DESIGNED BY:	REVISIONS					DANNENBAUM ENGINEERING COMPANY - McALLEN, LLC T.B.P.E. FIRM REGISTRATION #8999 1109 NOLANA LOOP, STE 308 McALLEN, TX 78504 (956) 682-3477	HEADSTART BUILDING RELOCATION PROJECT CITY OF PALMVIEW HIDALGO COUNTY, PROJECT YEAR 2012	0 1" 0 100' SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS	PROJECT No: 4080-01
DRAWN BY:	NO	DATE		APP.					DRAWING No.
CHECKED BY:									SHEET No. E2.1
APPROVED BY:									
DATE: JULY 2012									

Hidalgo County Head Start Program

Policy Council Agenda

DATE: August 14, 2013

SUBJECT: Discussion and Action to Terminate Contract with Del Sol Homes, LLC

RATIONALE/NEED: Del Sol Homes, LLC abandoned the project at the Palmview I Head Start Center.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: N/A

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: R S Munoz for T. Flores

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 14, 2013

SUBJECT: Discussion/ Approval of Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the Community Development Corporation of Brownsville (CDCB), and Community Resource Group, Inc. (CRG)

RATIONALE/NEED: Memorandum of Understanding (MOU) is to improve the level of financial literacy of families by providing financial education and building upon the financial management skills of these families.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandum of Understanding

****

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director E.G.

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

A Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Community Development Corporation of Brownsville, And

Community Resource Group, Inc.

The parties hereby bind themselves to undertake a Memorandum of Understanding (MOU) under the following terms and conditions:

I. PARTIES TO THE AGREEMENT

This Memorandum of Understanding is made by and between:

a. Community Development Corporation of Brownsville (CDCB);
b. Community Resource Group (CRG); and,
c. Hidalgo County Head Start Program (HCHSP)

II. PURPOSE OF AGREEMENT

This MOU is intended to improve the level of financial literacy of families who utilize HCHSP's services. HCHSP, CDCB, and CRG will achieve this by providing financial education and building upon the financial management skills of these families.

III. GOALS AND OBJECTIVE

CDCB and CRG agree to facilitate and/or coordinate the provision of financial education to the staff of the HCHSP Centers in the service area. The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

a. CRG and CDCB agree to facilitate and/or coordinate financial education training opportunities to staff identified by HCHSP management.
b. HCHSP agrees to coordinate training attendance by identified staff.
c. HCHSP further agrees to incorporate the knowledge acquired by staff into the Family Engagement Outcomes
d. HCHSP further agrees to have the staff and parents who participate in the financial education training either during training sessions or as part of the Family Engagement Outcomes to complete a pre- and post-assessment of knowledge and to fully share all information obtained through this process with CDCB and CRG. The data collected through this process will be utilized to determine the effectiveness of the training in transferring financial education information. Completion of the assessment tool will be a confidential process wherein the individual completing the form will not be identified by name (each participant may be assigned another form of identification).

IV. OBLIGATIONS OF THE PARTIES

a. CDCB and CRG shall perform the following obligations:
    i. Provide a trainer.
    ii. Provide the assessment tool document in English and Spanish to be used by participants.
    iii. Continue to be available for further technical assistance for the period of this agreement.
b. HCHSP shall perform the following obligations:
    i. Coordinate attendance of identified staff in the training scheduled and any subsequent training agreed upon by the parties.

ii. Facilitate the distribution and completion of a pre-and post-assessment document to training event attendees as well as parents who are provided financial education information as part of HCHSP Family Engagement Outcomes curriculum.
iii. Provide a unique identification number for each participant.
iv. Provide information from assessment processes to CDCB and CRG.

V. **CONFIDENTIALITY**

Subject to sub-clause below, each party shall be treated with strict confidentiality in regards to all information received or obtained as a result of entering into or performing this Memorandum of Agreement.

a. Each party may disclose information which would otherwise be confidential if and to the extent:
   i. Required by the law of any relevant jurisdiction;
   ii. The information has come into the public domain through no fault of that party; or
   iii. The other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after with and notice to the other party.

VI. **RELATION OF THE PARTIES**

The nature of relationship between CDCB, CRG and HCHSP is that of independent contractors.

VII. **CONSIDERATION**

This Agreement is being made in consideration of the following: Community Development Brownsville, Community Resources Group, Inc., and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

VIII. **RESPRESENTATION AND WARRANTIES**

Each party to this Memorandum of Understanding represents and warrants to the other party that he/she/it:

a. Have the full power, authority, and legal right to execute and perform this MOU.
b. Has taken all necessary legal and corporate action to authorize the execution and performance of this MOU.
c. This MOU constitutes the legal, valid, and binding obligations of each party in accordance with its terms, and
d. Shall act in good faith to give effort to the intent of this MOU and to take such other actions as may be necessary or convenient to consummate the purpose and subject matter of this MOU.

IX. **TERMINATION**

This MOU may be terminated by either party upon receipt of a 30 day written notice, operation of law, or upon the end of the term of this agreement.

X. **GOVERNING LAW**

This MOU shall be governed by and construed in accordance with law of Texas.

XI. **REVIEW OF MEMORANDUM OF UNDERSTANDING**

The MOU will be jointly reviewed by all parties annually and more frequently if laws and regulations are amended that will significantly impact this agreement, or when a party requests a formal change, including extension of time period.

XII. **TERM OF MEMORANDUM OF UNDERSTANDING**

The term of this MOU shall be from the date executed by HCHSP, and will expire on August 31, 2014, unless terminated in accordance with the terms stated elsewhere in this Agreement. This

agreement will be reviewed annually and updated as needed to address services. This agreement will become effective upon the signatures of the approving officials of the respective agencies. This agreement may only be amended by mutual consent of all parties involved. Any amendment to this agreement must be done in writing and must be signed by all parties after which the amendment shall be incorporated into the agreement. The MOU will become effective immediately on the last date signed and dated by all parties. By signing the agreement each agency agrees to the terms.

XIII. SIGNATURES

Nick Bennett-Mitchell, Executive Director
Community Development Corporation of Brownsville

Date

Honorable Ramon Garcia
Hidalgo County Judge

Date

John Squires, CEO
Community Resources Group, Inc.

Date

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form

By:_____
Stephen Crain, Attorney
Atlas, Hall & Rodriguez, LLP

Approved As To Form

By:_____
Ricardo González, Attorney
Oxford & González, P.C.

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: August 14, 2013

SUBJECT: Discussion/Approval to Extend Interlocal Agreement with the South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food Commodities, Uniforms, Supplies and Services

RATIONALE/NEED: The purpose of this agreement is to purchase quality food commodities, kitchen/janitorial supplies, and services at the lowest price.

RECOMMENDATION: Administration recommends approval.

COST: Texas Department of Agriculture (TDA) funds are available.
$1,529,000 Year
Acct #29-5555-20-10000-705

RELATED INFORMATION INCLUDED: Memo

* *

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director
Gilbert Siva, Interim Child Nutrition Director

DATE: August 1, 2013

SUBJ: Region 1 ESC -South Texas Cooperative Contract Extension

We would like to continue the use of the South Texas Cooperative Inter-local agreement with Region One Education Service Center for the next school year. This inter-local agreement was originally signed and approve on October 4, 2005. This program has helped Head Start Child Nutrition Program save time and money.

This cooperative program performs the bidding process on the food, kitchen/janitorial supplies, and services used by the Head Start Child Nutrition Program.

The inter-local agreement has been beneficial for Head Start and the Child Nutrition Program. It is highly recommended by the Procurement Department and the Child Nutrition Department to extend this inter-local agreement.

Should you have any questions please let us know. Thank you.

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: August 14, 2013

SUBJECT: Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids on Lease of Classroom Space for The Weslaco Area.

RATIONALE/NEED: To contract for Classroom Space to serve families in the Weslaco area.

RECOMMENDATION: Administration recommends approval

COST: Head Start Budget $155,000
Rent: Account 19-5152-20-505

RELATED INFORMATION INCLUDED: Specifications

* * * *

BID NO: 2013-006-09-06 LEASE CLASSROOM SPACE-WESLACO AREA	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

August 20, 2013

REQUEST FOR SEALED BIDS

Lease of Classroom Space – WESLACO AREA

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE-WESLACO AREA"
August 20, 2013
BID NO: 2013-006-09-06

1) Request For Sealed Bids Letter

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 6 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension

9) Draft Contract for Professional Services, 10 pages

10) W-9 Form (Request for Taxpayer ID)

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

August 20, 2013

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE OF CLASSROOM SPACE - WESLACO AREA"
BID NO: 2013-006-09-06

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for "Lease of Classroom Space - WESLACO AREA" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **"Lease of Classroom Space – WESLACO AREA"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Friday September 6, 2013.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

6. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

7. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

12. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

15. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
EDINBURG, TX 78540
(956) 380-4149

16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	September 6, 2013
Award of Contract	_____
Commence Work or Deliver Products	_____

17. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bid shall furnish a performance bond to the Hidalgo County Head Start Program for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. 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 Hidalgo County Head Start Program.

20. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

25. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

26. Successful bid shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval.

Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful 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 Hidalgo County Head Start Program.

29. Bidder shall provide with the bid response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LEASE OF CLASSROOM SPACE"
WESLACO AREA

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- WESLACO AREA"
BID NO. 2013-006-09-06

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF CLASSROOM SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "CLASSROOM SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday September 6, 2013. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2013-006-09-06

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

-

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 381-0439 no later than Monday, September 2, 2013 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals must be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES: Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:

1. Said Space shall have designated areas for four (4) Classrooms with adequate lighting. Each classroom must have two (2) Exits. Must have adequate space for an Office area of 8' x 10', and Playground Area.

   Exceptions / Variations: _____

   _____

2. The building should consist of minimum of 700 Sq. Ft. per Classroom Areas, Office area of 8'x10', Playground area of 3,000 square feet to accommodate 36 children at one time. Building must be located within a three (3) mile radius from an existing Head Start Centers in order to coordinate services.

   Exceptions / Variations: _____

   _____

3. Bidder must charge by the square foot for Rental Space.

   Exceptions / Variations: _____

   _____

4. The building will meet all ADA requirements.

   Exceptions / Variations: _____

   _____

5. The guest parking lot will consist of at least 8 to 10 parking space of which one (1) will be designed as handicap accessible.

   Exceptions / Variations: _____

   _____

6. Bid premises must have handicapped accessibility toilet facilities for both men and women. Toilet facilities to accommodate sixty (60) children. Toilet facilities must meet ADA Requirements. Must also have a minimum of four (4) hand washing sink areas, as well as four (4) toilet commodes in each restroom.

   Exceptions / Variations:_____

   _____

7. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, must maintain liability insurance on the premises. See Exhibit "C" Insurance Requirement.

   Exceptions / Variations:_____

   _____

8. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

   Exceptions / Variations: _____

   _____

9. Building should be in good working condition to provide services to clients.

   Exceptions / Variations: _____

   _____

10. Building to be constructed to comply with applicable federal, state and local building codes and regulations. If a new building is to be constructed there should be completion date of approximately 120 days from the date the bid was awarded. If completion date is not met, bid will become void/null.

    Exceptions / Variations: _____

    _____

11. There should be a designated area for deliveries preferably by the storage area.

    Exceptions / Variations: _____

    _____

12. The building should be well insulated with an ERA rating of minimum of eleven (11).

    Exceptions / Variations: _____

    _____

13. Central air and heating will be provided for ample cooling and heating of the entire building. Maintenance of air and heating is responsibility of Lessor.

Exceptions / Variations: _____

_____

14. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

Exceptions / Variations: _____

_____

15. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date awarding of the bid or the award will become void/null.

Exceptions / Variations: _____

_____

16. The contract for lease will be for a five (5) year period with the Hidalgo County Head Start Program option to renew the term of the lease on the same terms and conditions or as may be subsequently agreed to upon by both parties. There will also be a sixty (60) day clause for termination due to lack of funding.

Exceptions / Variations: _____

_____

17. There will also be a sixty (60) day clause for termination due to lack of funding. The contract will also have a ninety (90) day clause for termination by either party without cause.

Exceptions / Variations: _____

_____

18. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

Exceptions / Variations: _____

_____

NOTICE TO BIDDERS: IT IS MANDATORY THAT THE LEGAL DESCRIPTION OF THE PROPERTY BE PROVIDED WITH YOUR BID.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
WESLACO AREA

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- WESLACO AREA"
August 20, 2013

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
EDINBURG, TX 78540-0117
1901 W. State Hwy 107
McAllen, TX 78504

BID must be submitted NO LATER THAN 2:00 p.m. on Friday September 6, 2013.

COST PER MONTH:

Monthly Lease Amount: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
WESLACO AREA

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS
Exhibit "C"

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

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for
, Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Other:
Type of Business (check one):____ Manufacturer ____ Wholesaler ____ Retailer____ broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with requirements for procurements of such products?: ☐ Yes ☐ No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be Performed:

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY
C-13-006-XX-XX

This Lease is made and entered into by and between _____, herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building lying and being situated at _____ _____ in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of Head Start Classrooms and Head Start parent's meeting subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement and constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease

shall be for sixty (60) months commencing on _____ ("commencement date") and ending on _____ ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, and 6.053, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extending the term of the lease on the same terms and conditions hereof, commencing on the first day of _____, for a like term or other terms as may be subsequently agreed to upon by both parties.

Either LESEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with ninety (90) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____, in sixty (60) monthly payments of _____ payable on the 1st day of _____. Payment shall be mailed to _____ _____.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the

term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

Permitted Use

3.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the said building, including all of LESSOR'S improvements, fixtures, appurtenances in such repair as the same were at the commencement of the term. LESSEE will be responsible for routine and minor maintenance. LESSOR will be responsible for the replacement of equipment and machinery and repairs of the structural integrity of the premises. All routine and minor repairs shall be at LESSEE'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and

wearing of said fixtures, appurtenance, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all improvements made to or furnished by the LESSEE on the Leased Premises shall not become part of the realty and shall belong to LESSEE upon expiration of the lease and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the building upon which they are situated.

3.06 LESSOR shall maintain the building situated on the land during this lease and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charges

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick-up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSOR or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

6.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence.

ATICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

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

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE may terminate this Agreement upon sixty (60) days written notice to the other party. The LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining

or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE'S program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

_____
_____
_____
_____

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
EDINBURG, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid,

illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the

breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2013

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, In compliance with the State Ethics Commission requirements.

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.

Sign Here | **Authorized Signature ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. 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.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your 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 Part II Instructions on page 2.

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.

Form MA- W-9 (Rev. April 2009)

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 14, 2013

SUBJECT: Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report: June/July 2013

****

INITIATED BY: Elma Keller, Chief Financial Officer

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Encumbrance Budget Report - 2013 - Policy Council
From 6/1/2013 Through 6/30/2013

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance - Revised	Percent Total Budget Remaining - Revised	Current Actual
01	SALARIES	16,293,283.20	7,709,584.51	0.00	8,583,698.69	52.68%	1,216,959.47
02	FRINGE BENEFITS	5,479,131.57	2,607,591.20	0.00	2,871,540.37	52.40%	420,735.86
03	OUT OF TOWN TRAVEL	0.00	0.00	0.00	0.00	0.00%	0.00
05	SUPPLIES	578,403.14	459,446.30	69,534.48	49,422.36	8.54%	24,175.73
06	OTHER COST	1,783,826.09	855,980.95	47,585.73	880,259.41	49.34%	29,510.13
Report Total		24,134,644.00	11,632,602.96	117,120.21	12,384,920.83	51.32%	1,691,381.19

Hidalgo County Head Start Program
Encumbrance Budget Report - 2013 - Policy Council
From 7/1/2013 Through 7/31/2013

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance - Revised	Percent Total Budget Remaining - Revised	Current Actual
01	SALARIES	16,293,283.20	8,911,166.87	0.00	7,382,116.33	45.30%	1,201,582.36
02	FRINGE BENEFITS	5,479,131.57	2,992,773.61	0.00	2,486,357.96	45.37%	385,182.41
03	OUT OF TOWN TRAVEL	0.00	0.00	0.00	0.00	0.00%	0.00
05	SUPPLIES	578,403.14	506,723.54	49,588.15	22,091.45	3.81%	47,277.24
06	OTHER COST	1,783,826.09	956,662.21	35,885.84	791,278.04	44.35%	100,681.26
Report Total		24,134,644.00	13,367,326.23	85,473.99	10,681,843.78	44.26%	1,734,723.27

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 14, 2013

SUBJECT: Approval of Children's Applications for Program Year 2013-2014

RATIONALE/NEED: The Children's Applications Sub-Committee has reviewed the children's applications to ensure that age and income eligibility requirements for enrollment have been met.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Children's Applications Report

****

INITIATED BY: Irma E. Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL:

Hidalgo County Head Start Program

Application Status Report: PY 2013 - 2014 (Approval Date: 08/14/2013)

	Location (#of Rooms/Lic Cap)	Quota	Returning Students	1st Yr Students	Approved To Date	Pending Approval	Wait List
1	Alamo (6 - 119)	117	60	57	124	0	67
2	Alton (5 - 100)	100	45	55	91	2	38
3	Donna I (8 - 136)	136	66	70	107	0	24
4	Donna II (3 - 60)	60	24	36	50	0	14
5	Donna IV (2 - 33)	33	17	16	24	0	8
6	Edcouch (10 - 257)	182	84	98	117	5	26
7	Edinburg I (3 - 67)	57	28	29	36	0	8
8	Edinburg II (2 - 34)	34	15	19	32	0	13
9	Edinburg III (3 - 51)	51	23	28	39	0	11
10	Edinburg IV (10-194)	194	86	108	153	0	45
11	Edinburg V (8 - 182)	154	65	89	124	0	35
12	Elsa (3 - 64)	57	25	32	42	0	10
13	Hidalgo (3 - 60)	54	27	27	33	3	9
14	La Herencia (3 - 52)	52	24	28	39	0	11
15	La Joya (5 - 116)	94	53	41	72	0	31
16	Las Milpas I (6 - 120)	114	50	64	91	0	27
17	Las Milpas II (3 - 51)	51	27	24	45	0	21
18	Austin (7 - 178)	135	69	66	133	0	67
19	McAllen IV (3 - 51)	51	23	28	40	0	12
20	McAllen V (3 - 67)	57	24	33	50	0	17
21	McAllen VI (3 - 51)	51	26	25	44	0	19
22	Mercedes I (6 - 119)	117	50	67	95	0	28
23	Mercedes II (2 - 34)	34	17	17	30	0	13
24	Mission I (4 - 110)	80	32	48	56	0	8
25	Mission II (8 - 148)	148	65	83	90	0	7
26	Mission III (3 - 51)	51	24	27	34	0	7
27	Mission IV (3 - 62)	55	28	27	40	0	13
28	Monte Alto (2 - 40)	37	17	20	33	0	13
29	Palmview I (8 - 188)	100	53	47	54	0	7
30	Palmview II (8 - 192)	160	81	79	99	10	30
31	Palmview III (6 - 122)	120	67	53	71	0	18
32	Pharr (5 - 100)	95	45	50	100	2	52
33	Progreso (3 - 60)	57	24	33	47	0	14
34	San Carlos (4 - 80)	80	38	42	82	0	43
35	San Juan I (3 - 60)	54	25	29	45	0	16
36	San Juan II (10 - 182)	179	83	96	142	0	46
37	Sullivan City (6 - 124)	94	46	48	55	0	7
38	UTPA (2 - 34)	34	17	17	41	0	24
39	Vine Terrace (3 - 60)	56	32	24	42	0	18
40	Weslaco I (4 - 84)	77	37	40	66	0	26
41	Weslaco II (4 - 84)	74	37	37	61	0	24
42	Weslaco III (5 - 100)	97	49	48	68	0	20
43	Western Rd (3 - 69)	57	29	28	62	0	38
	GRAND TOTAL	3690	1757	1933	2899	22	985

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 14, 2013

SUBJECT: Approval of Texas Department of Agriculture Meals and Snacks Monthly Reports

RATIONALE/NEED: This report will be presented to the Policy Council each month.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Meals-Snacks Reports: June/July 2013

****

INITIATED BY: Gilbert Silva, Child Nutrition Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Texas Department of Agriculture
Hidalgo County Head Start Program
Meals and Snack Report

	Aug. '12	Sept. '12	Oct. '12	Nov. '12	Dec. '12	Jan. '13	Feb. '13	Mar. '13	Apr. '13	May '13	June/July '13	Meal Totals
Breakfast	46,011	62,533	72,089	56,696	40,949	51,541	57,453	41,321	65,728	49,872	Centers closed	387,272
Lunch	46,001	62,221	71,842	56,203	40,143	51,192	57,255	40,954	64,795	47,228	Centers closed	384,857
PM Snack	41,563	53,697	62,409	47,699	33,472	43,969	51,723	36,872	56,662	40,681	Centers closed	334,532
Monthly Totals	133,575	178,451	206,340	160,598	114,564	146,702	166,431	119,147	187,185	137,781	Centers closed	1,106,661

*Preliminary

Rates for Free Meal Reimbursement

Breakfast: $ 1.55

Lunch: $ 2.86

Cash in Lieu of Commodities (Lunch): $0.2275

Snack: $ 0.78

Rates for Free Meal Reimbursement Effective July 1, 2013 to June 30, 2014

Breakfast: $ 1.58

Lunch: $ 2.93

Cash in Lieu of Commodities (Lunch): $0.2325

Snack: $ 0.80

Submitted by: *Veronica Templeton, CN Bookkeeper*

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 14, 2013

SUBJECT: Approval of Special Services Monthly Reports

RATIONALE/NEED: This report keeps the Policy Council Members informed on the number count of children with special needs.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Special Services Reports: June/July 2013

****

INITIATED BY: Connie Horta, Special Services Director

REVIEWED BY: Nora S. Munoz, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Special Services Monthly Program Report
June, 2013

Center	LEA Diagnosed	Pending LEA Referrals	# Receiving Rehab Services	Did Not Quality	Parent Refusal of Services	Total Center Enroment	10% Quota
Alamo	14	0	5	0	0	117	12
Alton	20	0	11	2	0	100	10
Donna I	24	5	24	9	7	136	14
Donna II	6	0	7	2	0	60	6
Donna IV	3	0	9	5	1	33	3
Edcouch	15	5	17	3	0	182	18
Edinburg I	4	0	7	0	0	57	6
Edinburg II	3	3	8	0	0	34	3
Edinburg III	5	1	2	0	0	51	5
Edinburg IV	19	0	26	2	6	194	19
Edinburg V	17	1	12	1	0	154	15
Elsa	7	2	2	0	0	57	6
Hidalgo	6	0	4	1	0	54	5
La Herencia	4	0	2	4	0	52	5
La Joya	10	0	6	1	0	94	9
Las Milpas I	14	2	10	0	0	114	11
Las Milpas II	6	0	4	3	0	51	5
Austin 1 Stop	16	1	18	0	0	135	14
McAllen IV	7	0	4	1	0	51	5
McAllen V	7	0	0	0	0	57	6
McAllen VI	9	0	2	0	2	51	5
Vine Terrace	8	0	5	0	0	57	6
Mercedes I	20	6	7	0	1	117	12
Mercedes II	5	0	3	2	0	34	3
Mission I	9	0	1	0	1	80	8
Mission II	12	1	8	1	2	148	15
Mission III	5	1	1	1	0	51	5
Mission IV	7	0	2	0	0	55	6
Monte Alto	5	3	0	5	0	37	4
Palmview I	13	4	12	1	0	100	10
Palmview II	13	0	12	0	0	160	16
Palmview III	11	0	4	0	0	120	12
Pharr	16	0	1	1	0	94	9
Progreso	10	0	2	0	0	57	6
San Carlos	7	0	11	4	0	80	8
San Juan I	9	3	10	0	0	54	5
San Juan II	22	0	14	0	0	179	18
Sullivan	11	0	4	2	0	94	9
UTPA	8	0	5	1	0	34	4
Weslaco I	8	0	12	3	1	77	8
Weslaco II	5	0	4	3	0	74	7
Weslaco III	9	0	6	1	1	97	10
Western Rd	10	1	4	0	0	57	6
Total	**439**	**39**	**308**	**59**	**22**	**3690**	**369**

10% Quota Met

8/6/2013

Special Services Monthly Program Report
July, 2013

Center	LEA Diagnosed	Pending LEA Referrals	# Receiving Rehab Services	Did Not Quality	Parent Refusal of Services	Total Center Enroment	10% Quota
Alamo	14	0	5	0	0	117	12
Alton	20	0	11	2	0	100	10
Donna I	24	5	24	9	7	136	14
Donna II	6	0	7	2	0	60	6
Donna IV	3	0	9	5	1	33	3
Edcouch	15	5	17	3	0	182	18
Edinburg I	4	0	7	0	0	57	6
Edinburg II	3	3	8	0	0	34	3
Edinburg III	5	1	2	0	0	51	5
Edinburg IV	19	0	26	2	6	194	19
Edinburg V	17	1	12	1	0	154	15
Elsa	7	2	2	0	0	57	6
Hidalgo	6	0	4	1	0	54	5
La Herencia	4	0	2	4	0	52	5
La Joya	10	0	6	1	0	94	9
Las Milpas I	14	2	10	0	0	114	11
Las Milpas II	6	0	4	3	0	51	5
Austin 1 Stop	16	1	18	0	0	135	14
McAllen IV	7	0	4	1	0	51	5
McAllen V	7	0	0	0	0	57	6
McAllen VI	9	0	2	0	2	51	5
Vine Terrace	8	0	5	0	0	57	6
Mercedes I	20	6	7	0	1	117	12
Mercedes II	5	0	3	2	0	34	3
Mission I	9	0	1	0	1	80	8
Mission II	12	1	8	1	2	148	15
Mission III	5	1	1	1	0	51	5
Mission IV	7	0	2	0	0	55	6
Monte Alto	5	3	0	5	0	37	4
Palmview I	13	4	12	1	0	100	10
Palmview II	13	0	12	0	0	160	16
Palmview III	11	0	4	0	0	120	12
Pharr	16	0	1	1	0	94	9
Progreso	10	0	2	0	0	57	6
San Carlos	7	0	11	4	0	80	8
San Juan I	9	3	10	0	0	54	5
San Juan II	22	0	14	0	0	179	18
Sullivan	11	0	4	2	0	94	9
UTPA	8	0	5	1	0	34	4
Weslaco I	8	0	12	3	1	77	8
Weslaco II	5	0	4	3	0	74	7
Weslaco III	9	0	6	1	1	97	10
Western Rd	10	1	4	0	0	57	6
Total	**439**	**39**	**308**	**59**	**22**	**3690**	**369**

10% Quota Met

8/6/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 14, 2013

SUBJECT: Approval of Risk Management Report

RATIONALE/NEED: A quarterly Risk Management Report on Worker's Compensation cases will be submitted to keep the Policy Council informed on employee injuries and absences.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Risk Management Report

****

INITIATED BY: Noemi Flores, Safety Officer

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Human Resource Department
Risk Management Report

2nd. Quarterly Report 04/01/13 to 06/30/13

No.	Claim Number	Claim Type	Claimant's ID Number	Assignment	Location	Date of Injury	Projected End Date	Type of Injury	Comments
1.	13502897	Medical	004504	Warehouse Courier	Administration	04/03/13	06/21/13	Strain	Closed
2.	13503019	Record Only	002514	Assistant Teacher	San Carlos	04/04/13	04/05/13	Trip/Fall	Closed
3.	13503239	Record Only	004335	Assistant Teacher	San Carlos	04/05/13	04/08/13	Sprain	Closed
4.	13503162	Record Only	004469	Custodian	Progreso	04/05/13	04/08/13	Laceration	Closed
5.	13503730	Record Only	003049	Teacher	San Juan I	04/10/13	04/11/13	Crush Injury	Closed
6.	13503993	Record Only	003054	Custodian	Administration	04/12/13	04/15/13	Struck By	Closed
7.	13504016	Medical	003937	Maintenance Worker	Administration	04/14/13	Open	Contusion/ Laceration	On-Going
8.	13504740	Record Only	001671	Kitchen Helper	Edcouch Kitchen	04/16/13	04/19/13	Struck By	Closed
9.	13504838	Record Only	003108	Secretary	Administration	04/17/13	04/22/13	Fall	Closed
10.	13504469	Medical	004106	Bus Driver/Maintenance	Austin 1-Stop	04/17/13	Open	Contusion	On-Going
11.	13504584	Medical	003064	Teacher	Edcouch	04/18/13	06/24/13	Fall	Closed
12.	13504643	Type Denied	004514	Substitute Teacher	Education	04/18/13	06/24/13	Fall	Closed
13.	13505413	Type Denied	001933	Assistant Teacher	La Herencia	04/19/13	07/17/13	Strain	Closed
14.	13505439	Record Only	003840	Bus Driver/Maintenance	Austin 1-Stop	04/24/13	04/25/13	Crush Injury	Closed

Hidalgo County Head Start Program
Human Resource Department
Risk Management Report

2nd. Quarterly Report 04/01/13 to 06/30/13

No.	Claim Number	Claim Type	Claimant's ID Number	Assignment	Location	Date of Injury	Projected End Date	Type of Injury	Comments
15.	13505580	Record Only	004546	Teacher	Pharr	04/25/13	04/26/13	Contusion	Closed
16.	13505839	Medical	000496	Center Manager	McAllen V & Vine Terrace	04/29/13	07/01/13	Strain	Closed
17.	13506490	Record Only	001088	Center Manager	Edcouch	05/03/13	05/03/13	Fall	Closed
18.	13507027	Record Only	003517	Special Services Facilitator	Administration	05/06/13	05/09/13	Scratch	Closed
19.	13507041	Medical	004266	Teacher	Elsa	05/08/13	Open	Slip/Fall	On-Going
20.	13507373	Record Only	002510	Teacher	Palmview I	05/10/13	05/13/13	Slip/Fall	Closed
21.	13507549	Medical	001889	Assistant Teacher	Edcouch	05/13/13	06/16/13	Human Bite	Closed
22.	13507573	Medical	003803	Center Manager	McAllen VI	05/13/13	Open	Fall	On-Going
23.	13508437	Record Only	003386	Bus Aide/Substitute	Palmview I	05/17/13	05/21/13	Fall	Closed
24.	13508403	Medical	002539	Custodian	Palmview II	05/20/13	Open	Fall	On-Going
25.	13509453	Medical	004108	Maintenance Worker	Administration	05/29/13	Open	Foreign Body	On-Going
26.	13510825	Medical	004516	Support Service Assistant	McAllen VI	06/06/13	07/11/13	Strain	Closed
27.	13510841	Type Denied	003788	Maintenance Worker	Administration	06/06/13	07/17/13	Moving Vehicle Accident	Closed
28.									

Hidalgo County Head Start Program
Encumbrance Budget Report - 2013 - Policy Council
From 6/1/2013 Through 6/30/2013

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance - Revised	Percent Total Budget Remaining - Revised	Current Actual
01	SALARIES	16,293,283.20	7,709,584.51	0.00	8,583,698.69	52.68%	1,216,959.47
02	FRINGE BENEFITS	5,479,131.57	2,607,591.20	0.00	2,871,540.37	52.40%	420,735.86
03	OUT OF TOWN TRAVEL	0.00	0.00	0.00	0.00	0.00%	0.00
05	SUPPLIES	578,403.14	459,446.30	69,534.48	49,422.36	8.54%	24,175.73
06	OTHER COST	1,783,826.09	855,980.95	47,585.73	880,259.41	49.34%	29,510.13
Report Total		24,134,644.00	11,632,602.96	117,120.21	12,384,920.83	51.32%	1,691,381.19

Hidalgo County Head Start Program
Encumbrance Budget Report - 2013 - Policy Council
From 7/1/2013 Through 7/31/2013

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance - Revised	Percent Total Budget Remaining - Revised	Current Actual
01	SALARIES	16,293,283.20	8,911,166.87	0.00	7,382,116.33	45.30%	1,201,582.36
02	FRINGE BENEFITS	5,479,131.57	2,992,773.61	0.00	2,486,357.96	45.37%	385,182.41
03	OUT OF TOWN TRAVEL	0.00	0.00	0.00	0.00	0.00%	0.00
05	SUPPLIES	578,403.14	506,723.54	49,588.15	22,091.45	3.81%	47,277.24
06	OTHER COST	1,783,826.09	956,662.21	35,885.84	791,278.04	44.35%	100,681.26
Report Total		24,134,644.00	13,367,326.23	85,473.99	10,681,843.78	44.26%	1,734,723.27

AI-40087 **Head Start 16. C.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Addenda to Transportation and Health Services 2013-2014 Program Plans

BACKGROUND

Policy Council Approval: 08.14.13

Attachments

Transportation-Health Plans

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/07/2013 04:03 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Linda Galaviz Started On: 08/07/2013 02:49 PM

Final Approval Date: 08/16/2013

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: August 14, 2012

SUBJECT: Discussion/Approval of Addenda to Transportation and Health Services 2013-2014 Program Plans

RATIONALE/NEED: The monitoring component to the Plans was inadvertently left out during the review and revisions process. This component is critical to the implementation of the Plans.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Addendum Section to the Transportation and Health Services 2013-2014 Program Plans

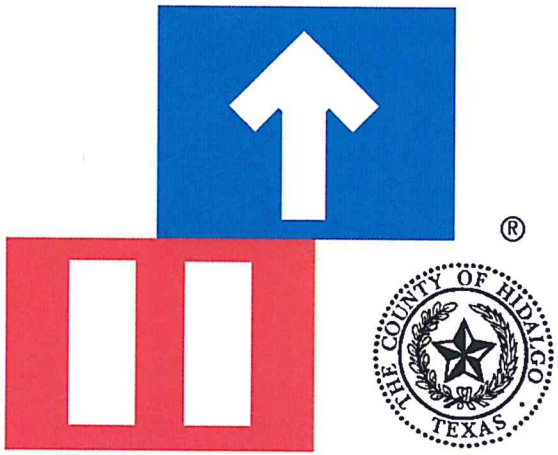
****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Addendum to Transportation Program Plan
2013-2014



Performance Standard C.F. Regulation: 1304.51 (i) (2) Ongoing Monitoring

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2013-2014

PERFORMANCE STANDARD: 1304.51 (i) (2)

GOAL: The Hidalgo County Head Start Program establishes and implements procedures for on-going monitoring of transportation services to ensure effective implementation of Federal Regulations.

OBJECTIVE: To ensure the transportation services aspect of the program are effectively implemented following Federal Regulations.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
1. The Transportation Services Department Staff will participate in the programs annual self-assessment.	Administrative Team, Consultants, Center Staff, Parents	Executive Program Director, Assistant Program Directors, Policy Council	PY 2013-2014 (as scheduled in the program's calendar)	Protocol for the 2013-2014 Federal Review
2. The Center Manager and Transportation Coordinator use the following procedure to ensure the on-going monitoring of the program's transportation services.	Bus Driver	Field Operations Director, Transp./Maint. Coordinator	Daily (workdays)	Pre/Post Inspection Report
3. Pre/Post Trip Inspection Report-the Pre-Trip Inspection is conducted in the mornings before the the bus begins the route to ensure the bus is safe and road worthy. In the event the driver identifies any mechanical mal-function, he reports it to the Fields Operation Director or Transportation Coordinator and does not operate the bus until the malfunction is corrected. This will ensure the safety of the children and the bus staff as well. The Post-Trip Inspection is conducted at the end of the Workday to ensure the bus is still in safe operating con-dition.	Bus Driver	Field Operations Director, Transp./Maint. Coordinator	Daily (workdays)	Pre/Post Inspection Report

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2013-2014

PERFORMANCE STANDARD: 1304.51 (i) (2) continued

GOAL: The Hidalgo County Head Start Program establishes and implements procedures for on-going monitoring of transportation services to ensure effective implementation of Federal Regulations.

OBJECTIVE: To ensure the transportation services aspect of the program are effectively implemented following Federal Regulations.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
4. Bus Route Monitoring Report-The Center Manager and Transportation Coordinator will ride each bus, unannounced, a minimum of three times per school year to ensure all Federal Regulations are being met. A checklist will ensure all required documentation is approved for all children being transported; all required safety equipment, such as, a Certified Fire Extinguisher with identifiable sign and mounted on bracket, well supplied First Aid Kit, Emergency blanket, bio-hazard material kit, seat belt cutter mounted away from children's reach.	Center Manager, Transp./Maint. Coordinator, Field Operations Director	Center Manager, Transp./Maint. Coordinator, Field Operations Director	PY 2013-2014	Bus Route Monitoring Report
5. This monitoring instrument will also ensure the observation of children being assisted when boarding and exiting the bus and the implementation of the approved Child's Safety Restraint System. Part of the bus monitoring will also enable the monitor to observe the bus driver conduct a thorough check for any children or personal belonging left behind.	Center Manager, Transp./Maint. Coordinator, Field Operations Director	Center Manager Transp./Maint. Coordinator Field Operations Director	PY 2013-2014	Bus Route Monitoring Report

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2013-2014

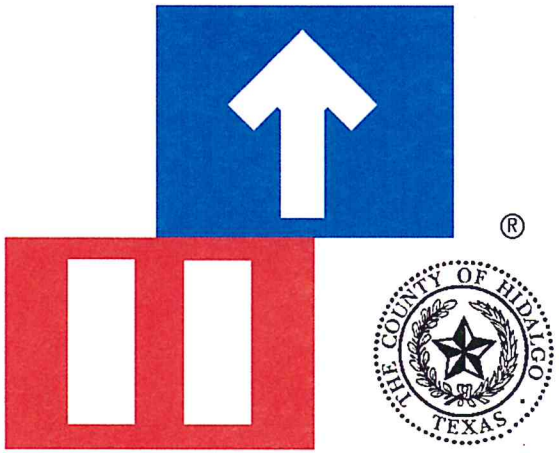
PERFORMANCE STANDARD: 1304.51 (i) (2) continued

GOAL: The Hidalgo County Head Start Program establishes and implements procedures for on-going monitoring of transportation services to ensure effective implementation of Federal Regulations.

OBJECTIVE: To ensure the transportation services aspect of the program are effectively implemented following Federal Regulations.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
6. Behind the Wheel Driver Education-The Field Operations Director and/or Transportation Coordinator conducts the evaluation during the bus driver's interview to determine if the applicant is physically able to drive a bus and also observe if the driver is observing all Local, State and Federal Traffic Laws, including Railroad Crossing and avoiding wide right turns. The driver's respective Center Manager will conduct the same evaluation at the time of driver's annual performance evaluation.	Field Operations Director, Transp./Maint. Coordinator, Center Manager	Field Operations Director Transp./Maint. Coordinator, Center Manager	Pre-Employment, Annual Evaluation	Behind the Wheel Driver Evaluation

Addendum to Health Services Program Plan
2013-2014



Performance Standard C.F. Regulation: 1304.51 (i) (2) Ongoing Monitoring

HIDALGO COUNTY EARLY HEAD START / HEAD START PROGRAM
EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2013 – 2014

PERFORMANCE STANDARD C. F. Regulation: 1304.51 (i) (2) Ongoing Monitoring

GOAL: The ***HIDALGO COUNTY EARLY HEAD START / HEAD START PROGRAM*** will ensure that the program is effectively implementing Federal regulations.

OBJECTIVE: To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
I. **Child Health Summary** – The parent/guardian will assist staff by providing up-to-date health information. For example: medical provider information, physical/dental exams, vision/hearing screening, immunizations, tuberculin and lead testing. The information will allow us to update the child's health status according to State/Federal guidelines.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Prior to first day of school 45 days 90 days Ongoing	Medical Provider Information Physical Exam Dental Exam Vision/Hearing Screening Immunization Card Promis Tracking System
II. **Accident/Incident Report** – In case of an emergency involving a Head Start child, the staff will notify the parent/guardian immediately. If the parent/guardian is unavailable, the staff will notify the emergency contact. A notice of illness or injury will be sent home with the child. Documentation will be written in the family contact notes and an accident report will be sent to administration.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Ongoing	Notice of Injury/Illness Family Contact Notes Accident/Incident Report
III. **Suspected Child Abuse Report** – Staff will report all suspected causes of abuse and neglect to the appropriate agency immediately. Also, staff will complete the Suspected Abuse and Neglect form and including a summary of the incident that occurred. All information is kept **strictly** confidential and secured under lock and key. Staff will receive annual training from local agencies and the health department on reporting suspected abuse and neglect.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Ongoing	Suspected Child Abuse and Neglect Form
IV. **Medication Administration Agreement** – Staff will give the parent /guardian a health community resource book on assistance for medical services and dental, if needed. The Registered Nurse will also educate teachers and the parent/guardian on the proper administration of medication. This information will be tracked by nurses and follow-ups will be done accordingly.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Ongoing	Medication Administration Checklist Medication Authorization Form & Log Promis Tracking System

HIDALGO COUNTY EARLY HEAD START / HEAD START PROGRAM
EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2013 – 2014

PERFORMANCE STANDARD C. F. Regulation: 1304.51 (i) (2) Ongoing Monitoring

GOAL: The ***HIDALGO COUNTY EARLY HEAD START / HEAD START PROGRAM*** will ensure that the program is effectively implementing Federal regulations.

OBJECTIVE: To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Health.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
I. **Child Health Summary** – The parent/guardian will assist staff by providing up-to-date health information. For example: medical provider information, physical/dental exams, vision/hearing screening, immunizations, tuberculin and lead testing. The information will allow us to update the child's health status according to State/Federal guidelines.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Prior to first day of school 45 days 90 days Ongoing	Medical Provider Information Physical Exam Dental Exam Vision/Hearing Screening Immunization Card Promis Tracking System
II. **Accident/Incident Report** – In case of an emergency involving a Head Start child, the staff will notify the parent/guardian immediately. If the parent/guardian is unavailable, the staff will notify the emergency contact. A notice of illness or injury will be sent home with the child. Documentation will be written in the family contact notes and an accident report will be sent to administration.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Ongoing	Notice of Injury/Illness Family Contact Notes Accident/Incident Report
III. **Suspected Child Abuse Report** – Staff will report all suspected causes of abuse and neglect to the appropriate agency immediately. Also, staff will complete the Suspected Abuse and Neglect form and including a summary of the incident that occurred. All information is kept **strictly** confidential and secured under lock and key. Staff will receive annual training from local agencies and the health department on reporting suspected abuse and neglect.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Ongoing	Suspected Child Abuse and Neglect Form
IV. **Medication Administration Agreement** – Staff will give the parent /guardian a health community resource book on assistance for medical services and dental, if needed. The Registered Nurse will also educate teachers and the parent/guardian on the proper administration of medication. This information will be tracked by nurses and follow-ups will be done accordingly.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Ongoing	Medication Administration Checklist Medication Authorization Form & Log Promis Tracking System

AI-40089 **Head Start 16. D.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion and Action on Change Order #1 Submitted by Del Sol Homes, LLC

BACKGROUND

Policy Council Approval: 08.14.13

Attachments

Change Order #1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/07/2013 04:03 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Linda Galaviz Started On: 08/07/2013 02:54 PM

Final Approval Date: 08/16/2013

Hidalgo County Head Start Program

Policy Council Agenda

DATE: August 14, 2013

SUBJECT: Discussion and Action on Change Order #1 Submitted by Del Sol Homes, LLC

RATIONALE/NEED: Del Sol Homes, LLC submitted change order No. 1 regarding the Palmview I Head Start Center.

RECOMMENDATION: Administration is recommending denying change order as it was submitted late by the contractor; the contractor abandoned the project. The Head Start Program contracted an electrician to finish the electrical work.

COST:

RELATED INFORMATION INCLUDES: Change Order Information

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: for T. Flores

Del Sol Homes LLC
143 E. Chapin
Edinburg, TX 78542
Phone: (956) 272-3112
Fax: (267) 630-8592
dconstructions@yahoo.com

July 11, 2013

Ricardo Gonzalez
OXFORD & GONZALEZ
P. O. Drawer 630
Edinburg, Texas 78539

Fax # (956) 381-0002

RE: Project: Contract Dated October 23, 2012
Relocation of Palmview1 Head Start Bldg

Dear Mr. Gonzalez:

I have reviewed your letter addressed to James Jeffers dated July 9, 2013, in which you state we never requested a "Change Order" for the additional work. We have always requested change orders from the very beginning. Director Teresa Flores threatened us when we kept requesting change orders. We were never provided with change orders even though we requested them. We did do a change order for the additional electrical work. Attached you will find the change order for the electrical work that we provided to Steve McGarraugh on June 5, 2013.

If you should have any questions, please feel free to call.

Sincerely,

Jose De La Fuente
President

Enclosures

FILE COPY

Del Sol Homes
143 E. Chapin
Edinburg, TX 78542
Phone: (956) 272-3112
Fax: (267) 630-8592
dconstructions@yahoo.com

JUN 2013

TRANSMITTAL FORM

Del Sol Homes LLC	(956) 272-3112	06/05/2013
COMPANY NAME	PHONE NUMBER	DATE
143 E. Chapin Rd.	Edinburg, TX 78541	
ADDRESS	CITY / STATE / ZIP CODE	
Dannenbaum Engineering Company	Steve McGarraugh	
COMPANY	ATTENTION	
Jose De La Fuente		
FROM	PROJECT NAME	

Subject: Hidalgo County Headstart Program Relocation I

We are sending you: ☑ ATTACHED ☐ UNDER SEPARATE COVER

Via: ☐ US MAIL ☐ EXPRESS MAIL
☑ HAND DELIVERY ☐ FAX
☐ FEDEX ☐ OTHER A- Fast Delivery

	DESCRIPTION	DATE	NO COPIES
	AIA Document G 709	06/05/2013	3
	Proposal Exhibit (A)	06/05/2013	3
	Plans By Trinity Engineering (E2.1)	06/05/2013	3

For your:
☑ RECORDS
☑ USE AND INFORMATION
☑ APPROVAL
☑ REVIEW AND COMMENT
☑ USE AND DISTRIBUTION

Memo: Thank you .

SIGNED

PROJECT REFERENCE NO. / NAME:

PROJECT REFERENCE NO. / NAME:

ORIGINAL

Del Sol Homes LLC
143 E. Chapin
Edinburg, TX 78542
Phone: (956) 272-3112
Fax: (267) 630-8592
dconstructions@yahoo.com

06/05/2013

Proposal #001

Mr. Steve McGarraugh
Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208

Re: Palmiview HeadStart I Building Relcoation
" Electrical Schematic Diagram"

- Scope of Work -

Follow All instructions General Notes and Electrical Riser Diagram Keyed Notes submitted on Plan Sheet No. E2.1

Warranty on All Labor & Materials

$14,200.00 (Fourteen thousand two Hundred Dollars no Cents 0

7 Working Completion Days from Date of Signed Change Order or P.O

Special "Note" Please Keep In mind that if this scope of work is done by another electrical contractor their can be a high risk of of Contracted electrical contractor of voiding his contract .

Respectfully,

Jose De La Fuente / President / Del Sol Homes LLC



ORIGINAL

AIA® Document G709™ – 2001

Work Changes Proposal Request

PROJECT: *(Name and address)*
Building Relocation - Palmview I
1208 Paula Dr. Palmview I
Palmview , Texas

OWNER: *(Name and address)*
Hidalgo County Headstart Program
1901 West State Highway 107
McAllen, Texas 78504

FROM ARCHITECT: *(Name and address)*
Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78501

TO CONTRACTOR: *(Name and address)*
Del Sol Homes LLC
143 E. Chapin
Edinburg, Texas 78541

PROPOSAL REQUEST NUMBER:
#001

DATE OF ISSUANCE:
06/05/2013

CONTRACT FOR:
Electrical Service

CONTRACT DATE:
10/23/2012

ARCHITECT'S PROJECT NUMBER:

OWNER ☒
ARCHITECT ☒
CONSULTANT ☒
CONTRACTOR ☐
FIELD ☐
OTHER ☐

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within ( ) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION: *(Insert a written description of the Work.)*
Electrical Schematic Diagram

ATTACHMENTS: *(List attached documents that support description.)*
Attached In Exhibit (A)
Plans (E2.1) By Trinity MEP Engineering

REQUESTED BY THE ARCHITECT:

(Signature) *(Printed name and title)*

AIA Document G709™– 2001. Copyright © 1970, 1993 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 06/05/2013 13:42:15 under the terms of AIA Documents on Demand® Order No. 2008608732 , and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.
051711ACD44

120/208V, 3Ø 4W ELECTRICAL LOAD ANALYSIS

DESCRIPTION	SQ.FT.	W/SQ.FT.	TOTAL WATTS
LIGHTING	5518	3	16554
GENERAL POWER	5518	1	5518
AC	5518	18	99324
WATER HEATER	-	-	4500

TOTAL WATTS: 126 KW
TOTAL AMPS: 350 AMPS
WIRE SIZE AMPS: 500 AMPS

GENERAL NOTES:

A. PROVIDE GROUND BONDING AS INDICATED ON THE NATIONAL ELECTRICAL CODE.

B. NAME PLATES SHALL BE PROVIDED FOR ALL ELECTRICAL SWITCH GEAR, PANEL BOARDS, LIGHTING CONTACTORS, LIGHTING CONTROL PANELS ETC. BY ELECTRICAL CONTRACTOR.

C. NEW ELECTRICAL METERING AND SERVICE EQUIPMENT SHALL BE PROVIDED AND INSTALLED ACCORDING TO THE LOCAL POWER UTILITY CO. AND CITY REQUIREMENTS. VERIFY AND COORDINATE WITH POWER UTILITY CO. AND AHJ BEFORE BID AND INSTALLATION

D. COMPLY WITH NFPA 70E SAFETY REQUIREMENTS.

E. PANELBOARDS WITH MORE THAN 42 CIRCUITS SHALL BE IN ONE CABINET ENCLOSURE, UNLESS OTHERWISE NOTED

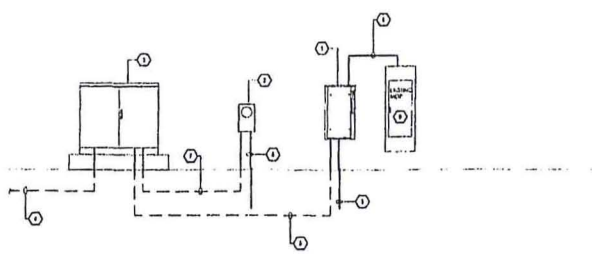
F. PROVIDE 4" CONCRETE PAD FOR ALL DRY TYPE TRANSFORMERS

G. ALL TWO SECTION PANELBOARDS SHALL BE FIELD SPLIT LUGS

H. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY OF ELECTRICAL SERVICE TO THE NEW BUILDING WITHIN PROJECT SCHEDULE. COORDINATE ALL COST FOR LABOR AND MATERIALS WITH LOCAL ELECTRICAL UTILITY COMPANY PRIOR TO BID. ALL COST ASSOCIATED WITH THE DELIVERY OF ELECTRICAL SERVICE INCLUDING ALL MATERIALS SHALL BE INCLUDED IN BID. TRANSITION OF NEW ELECTRICAL SERVICE SHALL PROCEED IN WEEKENDS OR HOLIDAYS, INCLUDE ALL COST IN BID FOR OVERTIME FROM ELECTRIC UTILITY COMPANY. NO ADDITIONAL PAYMENT WILL BE MADE FOR SERVICE DELIVERY COSTS AFTER CONTRACT HAS BEEN AWARDED

ELECTRICAL RISER DIAGRAM KEYED NOTES:

1. 400 AMPS, 208V, 3Ø, 4W, 3 PH, 4 WIRE, HEAVY DUTY FUSED DISCONNECT, FUSED 500 AMPS
2. NEW ELECTRICAL SERVICE UNDER 120/208V, 3Ø, 4W. CONTRACTOR SHALL COORDINATE LOCATION OF METER, METER SOCKETS AND WIRING WITH POWER COMPANY
3. NEW POWER COMPANY PAD MOUNT TRANSFORMER 120/208V, 3Ø, 4W. PROVIDE CONCRETE PAD AS PER POWER COMPANY REQUIREMENTS
4. NEMA 4X METAL 3 4"C FOR UTILITY PRIMARY RACEWAYS (3) POWER SOURCE AS SPECIFIED BY UTILITY COMPANY. PROVIDE WARNING RIBBONS 12" ABOVE CONDUIT
5. (3) #1/0, 3/4"C (3) COPPER GEAD #1/0. PROVIDE GROUNDING AS PER NEC REQUIREMENTS
6. (3) #500 EACH 4"C (3) #2 CU. GND.
7. 4"C WITH PULLSTRING.
8. (3) #600 EACH 4"C (4) #2 CU. GND.
9. EXISTING 120/208V, 3Ø, 4W, 400AMP ELECTRICAL PANELBOARD



1 ELECTRICAL SCHEMATIC DIAGRAM
SCALE: NTS

TRINITY
MEP ENGINEERING
3/28/13

DESIGNED BY	REVISIONS				
DRAWN BY	NO	DATE			APP
CHECKED BY					
APPROVED BY					
DATE JULY 2012					

DANNENBAUM
ENGINEERING COMPANY - McALLEN, LLC
T.B.P.E. FIRM REGISTRATION #8999
1109 NOLANA LOOP, STE 308 McALLEN, TX 78504 (956) 682-3477

HEADSTART BUILDING RELOCATION PROJECT
CITY OF PALMVIEW
HIDALGO COUNTY PROJECT YEAR 2012

SCALE BAR IS ONE INCH ON ORIGINAL DRAWINGS

PROJECT No 4869-01
DRAWING No.
SHEET No. E2.1

Hidalgo County Head Start Program

Policy Council Agenda

DATE: August 14, 2013

SUBJECT: Discussion and Action to Terminate Contract with Del Sol Homes, LLC

RATIONALE/NEED: Del Sol Homes, LLC abandoned the project at the Palmview I Head Start Center.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: N/A

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: _____

AI-40102 **Head Start 16. E.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids on Lease of Classroom Space for the Weslaco Area

BACKGROUND

Policy Council Approval: 08.14.13

Attachments

Lease of Classroom Space

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/08/2013 01:28 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Linda Galaviz Started On: 08/07/2013 04:16 PM

Final Approval Date: 08/16/2013

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: August 14, 2013

SUBJECT: Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids on Lease of Classroom Space for The Weslaco Area.

RATIONALE/NEED: To contract for Classroom Space to serve families in the Weslaco area.

RECOMMENDATION: Administration recommends approval

COST: Head Start Budget $155,000
Rent: Account 19-5152-20-505

RELATED INFORMATION INCLUDED: Specifications

* * * *

BID NO: 2013-006-09-06 LEASE CLASSROOM SPACE-WESLACO AREA	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

August 20, 2013

REQUEST FOR SEALED BIDS

Lease of Classroom Space – WESLACO AREA

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE-WESLACO AREA"
August 20, 2013
BID NO: 2013-006-09-06

1) Request For Sealed Bids Letter

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 6 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension

9) Draft Contract for Professional Services, 10 pages

10) W-9 Form (Request for Taxpayer ID)

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

August 20, 2013

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE OF CLASSROOM SPACE - WESLACO AREA"
BID NO: 2013-006-09-06

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for "Lease of Classroom Space - WESLACO AREA" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **"Lease of Classroom Space – WESLACO AREA"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Friday September 6, 2013.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

6. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

7. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

12. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

15. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
EDINBURG, TX 78540
(956) 380-4149

16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	September 6, 2013
Award of Contract	_____
Commence Work or Deliver Products	_____

17. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bid shall furnish a performance bond to the Hidalgo County Head Start Program for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. 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 Hidalgo County Head Start Program.

20. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

25. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

26. Successful bid shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval.

Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful 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 Hidalgo County Head Start Program.

29. Bidder shall provide with the bid response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LEASE OF CLASSROOM SPACE"
WESLACO AREA

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- WESLACO AREA"
BID NO. 2013-006-09-06

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF CLASSROOM SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "CLASSROOM SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday September 6, 2013. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2013-006-09-06

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

-

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 381-0439 no later than Monday, September 2, 2013 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals must be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES: Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:

1. Said Space shall have designated areas for four (4) Classrooms with adequate lighting. Each classroom must have two (2) Exits. Must have adequate space for an Office area of 8' x 10', and Playground Area.

   Exceptions / Variations: _____

   _____

2. The building should consist of minimum of 700 Sq. Ft. per Classroom Areas, Office area of 8'x10', Playground area of 3,000 square feet to accommodate 36 children at one time. Building must be located within a three (3) mile radius from an existing Head Start Centers in order to coordinate services.

   Exceptions / Variations: _____

   _____

3. Bidder must charge by the square foot for Rental Space.

   Exceptions / Variations: _____

   _____

4. The building will meet all ADA requirements.

   Exceptions / Variations: _____

   _____

5. The guest parking lot will consist of at least 8 to 10 parking space of which one (1) will be designed as handicap accessible.

   Exceptions / Variations: _____

   _____

6. Bid premises must have handicapped accessibility toilet facilities for both men and women. Toilet facilities to accommodate sixty (60) children. Toilet facilities must meet ADA Requirements. Must also have a minimum of four (4) hand washing sink areas, as well as four (4) toilet commodes in each restroom.

   Exceptions / Variations:_____

   _____

7. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, must maintain liability insurance on the premises. See Exhibit "C" Insurance Requirement.

   Exceptions / Variations:_____

   _____

8. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

   Exceptions / Variations: _____

   _____

9. Building should be in good working condition to provide services to clients.

   Exceptions / Variations: _____

   _____

10. Building to be constructed to comply with applicable federal, state and local building codes and regulations. If a new building is to be constructed there should be completion date of approximately 120 days from the date the bid was awarded. If completion date is not met, bid will become void/null.

    Exceptions / Variations: _____

    _____

11. There should be a designated area for deliveries preferably by the storage area.

    Exceptions / Variations: _____

    _____

12. The building should be well insulated with an ERA rating of minimum of eleven (11).

    Exceptions / Variations: _____

    _____

13. Central air and heating will be provided for ample cooling and heating of the entire building. Maintenance of air and heating is responsibility of Lessor.

Exceptions / Variations: _____

_____

14. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

Exceptions / Variations: _____

_____

15. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date awarding of the bid or the award will become void/null.

Exceptions / Variations: _____

_____

16. The contract for lease will be for a five (5) year period with the Hidalgo County Head Start Program option to renew the term of the lease on the same terms and conditions or as may be subsequently agreed to upon by both parties. There will also be a sixty (60) day clause for termination due to lack of funding.

Exceptions / Variations: _____

_____

17. There will also be a sixty (60) day clause for termination due to lack of funding. The contract will also have a ninety (90) day clause for termination by either party without cause.

Exceptions / Variations: _____

_____

18. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

Exceptions / Variations: _____

_____

NOTICE TO BIDDERS: IT IS MANDATORY THAT THE LEGAL DESCRIPTION OF THE PROPERTY BE PROVIDED WITH YOUR BID.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
WESLACO AREA

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- WESLACO AREA"
August 20, 2013

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
EDINBURG, TX 78540-0117
1901 W. State Hwy 107
McAllen, TX 78504

BID must be submitted NO LATER THAN 2:00 p.m. on Friday September 6, 2013.

COST PER MONTH:

Monthly Lease Amount: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
WESLACO AREA

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS
Exhibit "C"

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

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for
, Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Other:
Type of Business (check one):____ Manufacturer ____ Wholesaler ____ Retailer____ broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with requirements for procurements of such products?: ☐ Yes ☐ No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be Performed:

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY
C-13-006-XX-XX

This Lease is made and entered into by and between _____, herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building lying and being situated at _____ _____ in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of Head Start Classrooms and Head Start parent's meeting subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement and constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease

shall be for sixty (60) months commencing on _____ ("commencement date") and ending on _____ ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, and 6.053, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extending the term of the lease on the same terms and conditions hereof, commencing on the first day of _____, for a like term or other terms as may be subsequently agreed to upon by both parties.

Either LESEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with ninety (90) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____, in sixty (60) monthly payments of _____ payable on the 1st day of _____. Payment shall be mailed to _____ _____.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the

term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

Permitted Use

3.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the said building, including all of LESSOR'S improvements, fixtures, appurtenances in such repair as the same were at the commencement of the term. LESSEE will be responsible for routine and minor maintenance. LESSOR will be responsible for the replacement of equipment and machinery and repairs of the structural integrity of the premises. All routine and minor repairs shall be at LESSEE'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and

wearing of said fixtures, appurtenance, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all improvements made to or furnished by the LESSEE on the Leased Premises shall not become part of the realty and shall belong to LESSEE upon expiration of the lease and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the building upon which they are situated.

3.06 LESSOR shall maintain the building situated on the land during this lease and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charges

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick-up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSOR or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

6.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence.

ATICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

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

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE may terminate this Agreement upon sixty (60) days written notice to the other party. The LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining

or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE'S program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

_____
_____
_____
_____

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
EDINBURG, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid,

illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the

breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2013

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, In compliance with the State Ethics Commission requirements.

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.

Sign Here | **Authorized Signature ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. 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.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your 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 Part II Instructions on page 2.

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.

Form MA- W-9 (Rev. April 2009)

AI-40090 **Head Start** **16. F.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion and Action to Terminate Contract with Del Sol Homes, LLC

BACKGROUND

Policy Council Approval: 08.14.13

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/07/2013 04:03 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Linda Galaviz Started On: 08/07/2013 02:58 PM

Final Approval Date: 08/16/2013

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-024-10-24

THIS CONTRACT is made and entered into this 24th day of October, 2012 by and between **HIDALGO COUNTY HEAD START PROGRAM,** acting by and through Hidalgo County (the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and Del Sol Homes L.L.C. (the "Company").

WHEREAS, Company responded to requests for sealed bids for **Building Relocation** for PALMVIEW I Head Start Center (the "Services");

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Specifications, the Commissioners Court of Hidalgo County awarded the bid to Company;

WHEREAS, Program requires that vendors comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Program and Company hereby agree that this Contract is entered into in order to provide the Services as described herein. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County Head Start Program following a request for Services by the Hidalgo County Head Start Program Field Operations Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. **Term**. This Contract shall be for a period beginning **October 24th, 2012 and** ending **December 31st, 2012** and may be extended at the sole discretion of Program for an additional thirty (30) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or

authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the Program agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide current insurance on all its vehicles and all persons connected with providing the Services under this Contract naming Program as an additional insured (with coverage in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes), and shall furnish to Program certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless Program, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Program arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Program, and not otherwise.

11. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party

12. **No Waiver**. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

13. **Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship and Program has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

14. **Wages**. Company agrees to comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

15. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Program:
Hidalgo County Head Start Program
Attn: Teresa Flores
1901 W. Hwy 107
McAllen, Texas 78504

If to Company:
Del Sol Homes L.L.C.
143 E. Chapin
Edinburg, TX 78541

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

16. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. **Amendments.** This Contract shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

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

19. **TEXAS LAW TO APPLY.** The provisions of this Contract will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

20. **Termination**. This contract award will be in effect until (a) this contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by Program with thirty day's written

notice to Company.

21. **Commitment of Current Revenues.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

22. **Warranty.** Company warrants that its work will be free of defects for a period of one year from the date of completion of the work performed under this contract.

WITNESS our hands in duplicate originals this _____, 2012

APPROVED BY COMMISSIONERS COURT ON: October 23rd, 2012

Company:

By: _____
Del Sol Homes L.L.C.

By: _____
Jose De La Fuente

By: _____
Owner

By: Ramon Garcia
Ramon Garcia, County Judge

By: Teresa Flores
Teresa Flores, Executive Director

By: Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED BY
COMMISSIONERS' COURT
10/23/12

APPROVED AS TO FROM
ATLAS, HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A"

BID PAGE

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Wednesday, October 10, 2012.

COST: One Hundred Ninty Seven thousand dollars no cents

PALMVIEW I CENTER

Building Relocation Cost: $197,000.00

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME: Del Sol Homes LLC

ADDRESS: 143 E Chapin

CITY/STATE/ZIP CODE: Edinburg, TX 78542

PHONE NUMBER: (956) 212-3112 FAX NUMBER:

AUTHORIZED SIGNATURE:

TITLE: Owner

DATE: 10/10/2012

*****It is Mandatory that Bid Page be included in Bid Package*****

17

EXHIBIT "B"
RFB PACKET

EXHIBIT "C"

INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/22/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
EZ INSURANCE AGENCY
4601 Buddy Owens Blvd Ste A
McAllen, TX 78504

CONTACT NAME: KAROL CORNEJO
PHONE (A/C, No, Ext): (956) 618-1241 FAX (A/C, No): (956) 618-3862
E-MAIL ADDRESS: karolcorn15@yahoo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: MCCLELLAND AND HINE	
INSURER B: NATIONAL INTERSTATE	
INSURER C: TEXAS MUTUAL INS CO.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
DEL SOL HOMES, LLC
JOSE DE LA FUENTE
1422 E. THOMPSON
EDINBURG, TX 78542

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			L0189205	11/18/11	11/18/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			SCA0038193-00	11/18/11	11/18/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TX504751	02/01/12	02/01/13	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER
HIDALGO COUNTY HEADSTART PROGRAM
PO BOX 117
EDINBURG, TX 78541

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Karol Cornejo

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

OP ID: LJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/13/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Maguire Agency 1935 West County Road B-2,#241 Roseville, MN 55113 Housemovers 651-638-9100 651-638-9762	CONTACT NAME: Matthew Sundeen PHONE (A/C, No, Ext): 651-635-2750 FAX (A/C, No): 651-638-9762 E-MAIL ADDRESS: msundeen@maguireagency.com PRODUCER CUSTOMER ID #: ZUNIG-1
INSURED Zuniga's House Mover, LLC P.O. Box 791 San Juan, TX 78589	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Insurance Companies — 24775 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			660-1691L374	06/11/12	06/11/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA4611C624	06/11/12	06/11/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Cargo			660-1691L374	06/11/12	06/11/13	ACV up to 125,000	$1,000 Ded*

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

*5% Wind/Hail Dedutible Subject To $1,000 Minimum

CERTIFICATE HOLDER

DELSOLH

Del Sol Homes LLC
143 E Chapin St
Edinburg, TX 78541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Ables Insurance Agency 9949 Clodine Rd Richmond TX 77407	PHONE (A/C, No, Ext): (281) 565-4292	FAX (A/C, No): (281) 565-4293
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Zuniga's House Mover, LLC P.O. Box 791 San Juan TX 78589	INSURER A: Texas Mutual Insurance Company	22945
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 120123 **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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH)	N/A		SBP0001140889-8	1/20/2012	1/20/2013	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

Del Sol Homes LLC
143 East Chapin Street
Edinburg, TX 78541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bryan Ables/MAM

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY-MCALLEN LLC

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956)682-3677 O (956) 686-1822 F

PROJECT: (Name, address) Hidalgo County Head Start Program -- Palmview I - Relocate

PROJECT NO. 4689-01

TO:

Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504

DATE: October 30, 2012

If enclosures are not noted, please inform us immediately.

ATTN: **Ambrosio Tovar**

If checked below, please:

( ) Acknowledge receipt of enclosures.

( ) Return enclosures to us.

WE TRANSMIT:

X herewith ___ under separate cover via: _____

___ in accordance with your request _____

FOR YOUR:

___ approval & signature ___ distribution to parties ___ information X use

___ review X record (s)

___ Other: _____

THE FOLLOWING:

X Drawings ___ Shop Drawings Prints ___ Samples

___ Specifications ___ Shop Drawing Reproducibles ___ Product Literature

___ Change Order X Other See Below

Copies	Date	Rev. No.	Description	Action Code
2	10/30/2012	**Original**	Contractors Application for payment No. 1	E
4	10/30/2012	**Original**	Performance bond & Payment bond	E

ACTION CODE

A. Action indicated on item transmitted
B. No Action Required
C. For signature and return to this office
D. For signature and forwarding as noted below under remarks
E. See REMARKS below

REMARKS: If you have any questions, please contact us at (956) 682-3677.

COPIES TO:

4689-01 10-29-12

BY: _____
Steve McGarraugh
Architect

M:\1540\4689-01 Headstart Palmview I - Relocate\01 Proj Admin\01.07 Transmittals\01.07.4 DEC & Contractor\Transmittal Letter -4689-01Ambrosio Tovar (1 2012).docx

SUR6024131

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Del Sol Homes LLC dba Solid Rock General Construction

718 Barton DR
Edinburg TX 78539

SURETY (Name and Principal Place of Business):
State Automobile Mutual Insurance Company
518 East Broad Street
Columbus OH 43215

OWNER (Name and Address):
Hidalgo County Headstart
1901 W. Hwy 107
McAllen TX 78504

CONSTRUCTION CONTRACT
Date: 10/24/2012
Amount: 197,000.00
Description (Name and Location): Building Relocation Palm Center

BOND
Date (Not earlier than Construction Contract Date): 10/29/2012
Amount: 197,000.00
Modifications to this Bond: ☐ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Del Sol Homes LLC dba Solid Rock General Construction
Signature:
Name and Title: OWNER
(Any additional signatures appear on page 3)

SURETY
Company: (Corporate Seal)
State Automobile Mutual Insurance Company
Signature:
Name and Title: Andres Alvarez
Attorney-In-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement betwen the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

SUR6024131

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Del Sol Homes LLC dba Solid Rock General Construction

718 Barton DR
Edinburg TX 78539

SURETY (Name and Principal Place of Business):
State Automobile Mutual Insurance Company
518 East Broad Street
Columbus OH 43215

OWNER (Name and Address):
Hidalgo County Headstart
1901 W. Hwy 107
McAllen TX 78504

CONSTRUCTION CONTRACT
Date: 10/24/2012
Amount: 197,000.00
Description (Name and Location): Building Relocation Palm Center

BOND
Date (Not earlier than Construction Contract Date): 10/29/2012
Amount: 197,000
Modifications to this Bond: ☐ None ☐ See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Del Sol Homes LLC dba Solid Rock General Construction
Signature:
Name and Title: Owner
(Any additional signatures appear on page 6)

SURETY
Company: (Corporate Seal)
State Automobile Mutual Insurance Company
Signature:
Name and Title: Andres Alvarez
Attorney-In-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Modified (Modifications are bolded) The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim, **and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim.**

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor **and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim.**

5 Modified (Modifications are bolded and lined) If a notice required by Paragraph 4 is given by the Owner to the Contractor ~~or~~ **and** to the Surety, that is sufficient compliance.

6 Modified (Modifications are bolded and lined) When the Claimant has satisfied the conditions of Paragraph 4 , ~~the Surety shall promptly and at the Surety's expense take the following actions~~ **and has submitted any additional supporting documentation, and any sworn statement of claim, requested by the Surety, the Surety shall at the Surety's expense take the following actions:**

~~**6.1** Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.~~ **After receiving all of the information requested from the Claimant, the Surety shall, within a reasonable period of time based on the complexity of the case, which shall not be less than 90 days, send an answer to the Claimant, with a copy to the Owner, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.**

6.2 Pay or arrange for payment of any undisputed amounts, **including, but not limited to, the execution of an appropriate release and/or assignment.**

6.3 The Surety's failure to fully and/or timely discharge its obligations under this Section 6 or to dispute or identify any specific defense to all or part of a claim, shall not be deemed as an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this Bond exceed the properly documented amount due and owing and shall not include interest or consequential damages.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deeme incorporated herein. The intent is that this Bond shall b construed as a statutory bond and not as a common la bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Sections 4.1, 4.2.3, 5, 6, 6.1 and 6.2 were modified as shown in bold letters and deleted words.
Section 6.3 was added and is designated in bold letters.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
COLUMBUS, OHIO

CERTIFIED COPY

THIS POWER OF ATTORNEY IS SPECIFIC TO:

Bond No. SUR6024131

Bond Amount. 197,000.00

POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint Andres Alvarez

of San Juan and State of TX

its true and lawful Attorney(s)-in- Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the bond described above, subject to the limitation that the penalty of the bond shall not exceed One hundred ninety-seven thousand ($ 197,000.00)

and to bind the Company thereby as fully and to the same extent as if the bond was signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the sea[of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; which the business of the Company may require, and any such bond, undertaking recognizance consent of surety or written obligation in the nature thereof "I be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 1st day of April 2010

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: _____
Paul E. Nordman, Vice President/Director of Business Insurance

By: _____
Larry D. Williams, Vice President/Director of Middle Market Operations

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

Form 18-C Cert.

STATE OF OHIO
COUNTY OF FRANKLIN, } ss:

On this 1st day of April, A.D., 2010, before me personally came

Paul E. Nordman and Larry D. Williams, to me known, who being

duly sworn, did depose and say that they are Assistant Vice Presidents

respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.

Notary Public

HAL D. THOMPSON
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec.147.03 R.C.

CERTIFICATE

1, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 29 day of October 2012

Assistant Secretary
John A. Couger

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
Seal

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	Hidalgo County HeadStart Program 1901 West State Highway 107 McAllen, Texas 78504	**PROJECT:**	Building Relocation-Palmview I Paula Dr. Between Breyfogl Palmv	**APPLICATION NO:** #001 **PERIOD TO:** 11/01/2012	**Distribution to:** OWNER ☒
FROM CONTRACTOR:	Del Sol Homes LLC 143 E. Chapin Edinburg, Texas 78541	**VIA ARCHITECT:**	Dannenbaum Engineering Company 1109 Nolana Loop, Suite 208 McAllen, Texas 78504	**CONTRACT FOR:** General Construction **CONTRACT DATE:** 10/23/2012 **PROJECT NOS:** C-12-024- / 10-24 /	ARCHITECT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	$	197,000.00
2. NET CHANGE BY CHANGE ORDERS	$	0.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*	$	197,000.00
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)*	$	$58,570.00
5. RETAINAGE:		
a. 10 % of Completed Work *(Columns D + E on G703)*	$	$5,857.00
b. 0.00 % of Stored Material *(Column F on G703)*	$	0.00
Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*	$	$5,857.00
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*	$	$52,713.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*	$	0.00
8. CURRENT PAYMENT DUE	$	52,713.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*	$	$144,287.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTAL	$ 0.00	$ 0.00
NET CHANGES by Change Order	$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 10/29/2012

State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 29th day of

Notary Public: Maria T Espinoza
My commission expires: 02-02-2016

NOTARY PUBLIC STATE OF TEXAS — Maria T Espinoza My Commission Expires 02/02/2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contract or is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 52,713.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____, AIA Date: 10/29/2012

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702™ – 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 10/28/2012 18:15:49 under the terms of AIA Documents-on-Demand™ order no. 2008507618 , and is not for resale. This document is licensed by the American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C − G)	RETAINAGE (If variable rate)
1	Payment & Performance Bonds	$6,500.00	0.00	$6,500.00	0.00	$6,500.00	100%	0.00	$650.00
2	General Requirements	$50,100.00	0.00	$50,100.00	0.00	$50,100.00	100%	0.00	$5,010.00
3	Electrical	$13,000.00	0.00	0.00	0.00	0.00	0%	$13,000.00	0.00
4	Plumbing	$11,000.00	0.00	0.00	0.00	0.00	0%	$11,000.00	0.00
5	Parking Lot	$25,000.00	0.00	0.00	0.00	0.00	0%	$25,000.00	0.00
6	Compaction Test L&G Engineering	$3,000.00	0.00	0.00	0.00	0.00	0%	$3,000.00	0.00
7	A/C Disconnetion & Connection	$5,000.00	0.00	0.00	0.00	0.00	0%	$5,000.00	0.00
8	Framing Labor	$11,500.00	0.00	0.00	0.00	0.00	0%	$11,500.00	0.00
9	Moving Buildings	$18,000.00	0.00	0.00	0.00	0.00	0%	$18,000.00	0.00
10	Framing Materials Ect.	$11,500.00	0.00	0.00	0.00	0.00	0%	$11,500.00	0.00
11	Paint / Misc.	$3,000.00	0.00	0.00	0.00	0.00	0%	$3,000.00	0.00
12	Contractor's Fee	$39,400.00	0.00	$1,970.00	0.00	$1,970.00	5%	$37,430.00	$197.00
	GRAND TOTAL	$197,000.00	0.00	$58,570.00	0.00	$58,570.00		$138,430.00	$5,857.00

AIA Document G703™ – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 10/28/2012 18:15:49 under the terms of AIA Documents-on-Demand™ order no. 2008507618 , and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

AI-40097 **Head Start 16. G.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval to Enter into the Final Negotiated Contract (as approved by Legal Counsel) for Professional Service Providers as Requested through the Hidalgo County Head Start Program's RFQ for said Services and as Detailed below Attached Hereto:

MEDICAL/DENTAL RFQ #2013-001-04-12
Nuestra Clinica Del Valle, Inc. - Medical
Dr. Bose, Industrial & Family Medicine, PLLC dba/Industrial Health Works - Medical
Mohammade H. Mirmohammadi, DDS - Dental
Nuestra Clinica Del Valle, Inc. - Dental

MENTAL HEALTH #2013-002-04-12
Professional Counseling Services, PLLC
Esmeralda Meave
Challenges & Change, PLLC
Anita Sandoval
Maricela Medrano
Anna Flores
Tony Guzman, dba/Guzman & Associates
Generations Growing Together, Inc.

SPEECH INTERPRETING SERVICES #2013-003-04-12
Amy Jane Hermansen
Sign Language Interpreting dba/A Sign Language Company

BACKGROUND

Policy Council Approval: May 15, 2013

Attachments

Final Negotiated Contracts

ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/08/2013 01:28 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Linda Galaviz Started On: 08/07/2013 03:43 PM

Final Approval Date: 08/16/2013

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 14, 2013

SUBJECT: Approval to Enter into the Final Negotiated Contract (as approved by Legal Counsel) for Professional Service Providers as Requested through the Hidalgo County Head Start Program's RFQ for said Services and as Detailed below Attached Hereto.

a. **Medical / Dental RFQ #2013-001-04-12**

Nuestra Clinica Del Valle, Inc. (Medical)	
Dr. Bose, Industrial & Family Medicine, PLLC, dba/Industrial Health Works	
Mohammad H. Mirmohammadi, DDS	Nuestra Clinica Del Valle, Inc. (Dental)

b. **Mental Health #2013-002-04-12**

Professional Counseling Services, PLLC.	Anita Sandoval	Tony Guzman, DBA/Guzman & Associates
Esmeralda Meave	Maricela Medrano	Generations Growing Together, Inc.
Challenges & Change, PLLC	Anna Flores	

c. **Speech Interpreting Services #2013-003-04-12**

Amy Jane Hermansen
Sign Language Interpreting dba/ A Sign Language Company

RATIONALE/NEED: Administration needs to obtain medical/dental, mental health services and speech interpreting services for the Head Start Program for school year 2013-2014. (Acceptance of Providers Meeting the Minimum Requirements Approved by Commissioners Court on 5-21-2013, AI-38623)

RECOMMENDATION: Administration recommends approval

COST: Head Start funds for this project are available.
Medical/Dental Services: Account 19-5252-20-10000-305
Mental Health Services: Account 19-5256-20-10000-305
Special Services: Account 19-5257-20-1000-405

RELATED INFORMATION INCLUDED: Contracts, Copy of AI-38623

* *

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director for Ed.

PROGRAM DIRECTOR'S APPROVAL: for P. Flores

Print Return Previous Next

AI- 38623 Head Start 16. D.

CC REGULAR

Meeting Date: 05/21/2013
Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START
Department: HEAD START

Information

CAPTION

1. Requesting Exemption from Competitive Bidding Under the Texas Local Government Code 262.024 (a)(4) for Professional Services to Provide Medical, Dental, and Mental Health Services, Sign Language Interpreter Services to Head Start Children
2. Presentation of Responses Received for the Purpose of Commissioners' Court Accepting the Providers as "Qualified" in Order to Proceed to the Next Phase of the Procurement Process- Negotiating Contracts

Medical and Dental RFQ #2013-001-04-12

Nuestra Clinica Del Valle, Inc. -Medical	Mohammad H. Mirmohammadi, DDS - Dental
Dr. Bose, Industrial & Family Medicine, dba/Industrial Health Works -Medical	Nuestra Clinica Del Valle, Inc. - Dental

Mental Health #2013-002-04-12

Professional Counseling Services, PLLC	Anita Sandoval	Tony Guzman, DBA/Guzman & Associates
Esmeralda Meave	Maricela Medrano	Maria C. Quiliantan Diaz
Challenges & Change, PLLC	Anita Flores	Generations Growing Together, Inc.

Speech Interpreting Services #2013-003-04-12
Amy Jane Hermansen
Sign Language Interpreters, LLC dba/A Sign Language Company

3. Approval for Head Start to Negotiate Contracts (in a form approved by Legal Counsel)for all the Professional Services Providers as Requested through the Hidalgo County Head Start Program's RFQ for said Services and as Detailed above Attached Hereto

BACKGROUND

Policy Council Approval: 05.15.13

Fiscal Impact

Attachments

RFQs

MEDICAL and DENTAL

CONTRACT FOR SERVICES
MEDICAL AND DENTAL
C-13-001-08-21

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August , 2013** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____ (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **July, 2014** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services") provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Keller, CFO
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that Provider is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Proper Notice shall be submitted through certified letter to:

If to Program: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: _____.
_____
_____

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform Services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and

further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

H. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Agreement, the Program may

terminate this Agreement upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

K. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information.

L. Health Insurance Portability & Accountability Act of 1996 ("HIPPA"). Federal law and regulations governing the privacy of certain health information requires a "Business Associate Contract" between the Program and the Provider. 45 C.F.R. Section 164.504 (e). Attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum for HIPAA compliance. Terms of the Addendum shall be considered binding upon execution of this contract and shall remain in effect during the term of the contract including any extensions.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: _____.

BY: _____
Signature

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY

HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo González

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

Approved by Policy Council: 05-15-2013
Approved by Commissioners' Court: 08-20-2013

Exhibit A

Description of Services – Medical Service

The provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete physical examination (head to toe assessment) at his/her respective practice or center site on the initial visit. The form **"PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** will be shown with date of exam, signature of the Provider, referral and or treatment.
2. Any "abnormal findings" or "not evaluated" will be accompanied by an explanation
3. Minor acute illnesses will be referred to their own family physician, if none is available, clients will be treated on site and follow-up appointment made for a later date.
4. Chronic illnesses or other abnormalities encountered will be referred for further evaluation or treatment.
5. ALL MEDICAID CHILDREN WILL RECEIVE AN EXAM AS PER THE EPSDT MEDICAL PROCEDURES SCHEDULED BY AGE. (Medicaid Provider Procedure Manual)
6. Physical findings, treatments and or referrals will be discussed with parents upon completion of examination.
7. Confidentiality of medical records will be maintained in accordance of examination.
8. Upon completion of **"HEAD START: PHYSICAL EXAM AND ASSESSMENT"** signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.
9. The Provider's statement, which lists the child's name / center and the total cost of the exam provided, is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
10. The total number of children provided medical services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.
11. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associated must be in HIPPA Compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during physical exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide **"PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** form with child's name and address.
3. Schedule a minimum of twenty (20) patients for physical exams, when clinics are to be held at center site.

Exhibit A

Description of Services – Dental Health Services

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete and comprehensive dental examination at this/her respective practice on the initial visit. The **"Dental Health Form"** will be shown with date of exam, signature of the Provider referral and or treatment done.

2. A complete and comprehensive dental examination-on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:
    a. A visual examination
    b. X-Rays
    c. Prophylaxis (cleaning)
    d. Nutritional Counseling
    e. Behavior management, if necessary.
3. Periodic Oral Examination-Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.
4. Referral – if abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended "List of Providers" by the dental provider.
5. Confidentiality of medical records will be maintained in accordance of examination.
6. Upon completion of **"HEAD START: Dental Health Form"** signature of provider and date will be written on the bottom page. RECOMMENDIATONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow for a Texas Health Step Exam.
7. The Provider's statement, which lists the child's name/center and the total cost of the exam provided is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
8. The total number of children provided dental services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.
9. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business associated must be in HIPPA compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during dental exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide **"HEAD START: Dental Health Form"** with child's name and address.

Exhibit B

Medical Fee Schedule

Company NAME 2013-2014

Fee Schedule for Service Fees should not exceed Medicaid Allowable reimbursements.

1. The Provider shall be paid only for full and satisfactory completion of the following services:

Description Of Service	FEE
1 Complete THS (Head to Toe Assessment to include the following:	
a. Medical History	NO CHARGE
b. Physical Examination	$20.00
c. Measurements (Height /Weight/BMI/ Blood Pressure	$10.00 each
d. Sensory Screening (Vision & Hearing)	NO CHARGE
e. Tuberculin Screening – new patient	$18.00
f. Tuberculin Screening – establish patient	$13.00
g. Laboratory (Lead, Hgb or Hct)	$10.00 / Hct & Hgb $20.00 Lead
h. Immunizations	$5.00
i. Anticipatory Guidance	NO CHARGE

Exhibit B
Dental Fee Schedule

Company NAME 2013-2014

Fee Schedule for Service Fees should not exceed Medicaid Allowable reimbursements.

1. The Provider shall be paid only for full and satisfactory completion of the following services:

Description of Service	FEE
a. Initial Oral Examination – includes initial X – Ray	**$35.00**
b. Periodic Oral Examination	**$30.00**
c. Emergency Oral Examination	**$30.00**
d. Bite – wing Radiographs (four (4) films) (additional X – Rays)	**$10.00 each**
e. Topical Application of Fluoride (include follow – up)	**$35.00**
f. Nutritional Counseling	**$30.00**

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 1, 2013 between _____. (the "Provider) and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

   b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or

future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and

physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out

treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract,

in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the

Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii)if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party

has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and

records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

    a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

    b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

    a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

    b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

[INTENTIONALLY LEFT BLANK]

Program/Covered Entity Representative:

Name: Teresa Flores
Title: Executive Director
Address: Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: _____
Title: _____
Department and Division: _____
Address: _____

Provider/Associate
_____

By: _____
Print Name

_____
Signature

_____
Title Name

Program /Covered Entity
Hidalgo County Head Start Program

By: _____
Teresa Flores, Executive Director

MENTAL HEALTH

CONTRACT FOR SERVICES
MENTAL HEALTH
C-13-002-08-21

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August , 2013** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____ (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **July, 2014** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of

Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services") provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and

information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Keller, CFO
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that Provider is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Proper Notice shall be submitted through certified letter to:

If to Program: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: _____
_____
_____

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform Services for the Program under this Agreement shall be bound by the provisions of the terms of this

Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing Services hereunder through or for Provider. Upon written notice from the Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

H. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Agreement, the Program may terminate this Agreement upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

K. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of information.

L. _ Health Insurance Portability & Accountability Act of 1996 ("HIPPA"). Federal law and regulations governing the privacy of certain health information requires a "Business Associate Contract" between the Program and the Provider. 45 C.F.R. Section 164.504 (e). Attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum for HIPAA compliance. Terms of the Addendum shall be considered binding upon execution of this contract and shall remain in effect during the term of the contract including any extensions.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: _____

BY: _____
Print Name

_____
Signature

_____
Title

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

Approved by Policy Council: 05-15-2013
Approved by Commissioners' Court:

Exhibit A

Description of Mental Health Services

The providers shall in a satisfactory and proper manner, as determined by the Program, perform the following Behavioral Health Services on an "as needed basis".

(a) Assist in planning mental program activities.
(b) Provide workshop/in-service training on mental health topics to Head Start staff/parents
(c) Perform Classroom Observations.
(d) **Submit a typed written report on findings and recommendations to the Head Start Program two weeks from date of referral.**
(e) Provide Developmental Evaluation for children to determine nature of problem and / or rule out medical problems.
(f) Provide individual and / or family counseling to those Head Start Children and Families that are referred.
(g) Advise in the utilization of other community resources and referrals.
(h) A summary report of services rendered will be submitted to the Head Start Program on a monthly basis and at the completion of therapy.
(i) Indemnification – The contractor agreed to indemnify and hold harmless the Program, it's director, officers, employees, servants, and agents for any and all reasonable expenses, claims lawsuits, and judgments which may incur as a result of any negligence on malpractice of the part of the provider in rendering services contemplated by this agreement.

The program shall furnish the following services, date and information to Provider:

(a) A completed referral on children exhibiting a typical and emotional behavior will be **referred by site staff or parental concern.**
(b) Information released on a referral form will remain specific to the need for referral and services being requested.
(c) The program will identify and provide names of children referred whose families have health insurance of Medicaid. The provider will submit insurance on Medicaid claims directly to insurance companies for services provided to minimize coast reimbursement due to Program.

TERMS ON CONTRACT:

1. The provider shall commence services on, August 1, 2013 and shall complete services no later than July 31, 2014. **NOTE**: All initial referrals to be assessed within five (5) days of the date of referral.

2. The contract may be terminated by either party by providing thirty (30) days written notice to the other party.

3. Confidentiality: Each party shall maintain the confidentiality of information of the records of "Covered Person" in accordance with applicable state and federal laws and regulations of other applicable laws, and shall not divulge or release such information, Except as permitted by law and in accordance with a validity executed written release or upon lawful order of a court or public authority which order right to business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing, detailing the circumstances and extent of such disclosure.

4. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must in HIPPA Compliance.

IN – KIND SERVICE BY CONTRACTOR:

1. The provider will provide the Program with a monthly listing of the following in-kind services provided when deemed appropriate:

   (a) Classroom Observation and recommendation

   (b) Developmental evaluation

   (c) Individual / family counseling (per hour)

   (d) Workshop / In-Service / Training

Exhibit B
Fee Schedule

Company NAME 2013 - 2014

Fee Schedule for services: Fees should not exceed Medicaid Allowable reimbursements.

1. The Provider shall be paid only for full and satisfactory completion of the following services.

Description of Services	FEE
a. Initial Interview	$80.00
b. Individual Counseling	N/A
c. Family Counseling	$60.00
d. Classroom Observation	$75.00
e. Parental Meetings	$150.00
f. Workshops	$150.00

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as August 1, 2013 between _____ (the "Provider) and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

   b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health

care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set

forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the

term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.

p. Safeguards during Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards during Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii)if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a) 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this

Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

    a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

    b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

[INTENTIONALLY LEFT BLANK]

Program/Covered Entity Representative:

Name: Teresa Flores
Title: Executive Director
Address: Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: _____
Title: _____
Department and Division: Mental Health Services
Address: _____

Provider/Associate
_____.

Program /Covered Entity
Hidalgo County Head Start Program

By: _____
Print Name

By: _____
Teresa Flores, Executive Director

_____
Signature

_____
Title

DISABILITY

CONTRACT FOR SERVICES
DISABILITY
C-13-003-08-21

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August , 2013** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____, Company (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **July, 2014** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services") provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Keller, CFO
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Proper Notice shall be submitted through certified letter to:

If to Program: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: _____.
_____
_____

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform Services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant

in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

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

H. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Agreement, the Program may terminate this

Agreement upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

K. Provider must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian.

L. Health Insurance Portability & Accountability Act of 1996 ("HIPPA"). Federal law and regulations governing the privacy of certain health information requires a "Business Associate Contract" between the Program and the Provider. 45 C.F.R. Section 164.504 (e). Attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum for HIPPA compliance. Terms of the Addendum shall be considered binding upon execution of this contract and shall remain in effect during the term of the contract including any extensions.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: _____

BY: _____
Print Name

_____
Signature

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo González

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

Approved by Policy Council: 05-15-2013
Approved by Commissioners' Court:

Exhibit A

Description of Interpreting Services

The Provider agrees to provide any services deemed necessary to interpret to any and all families referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Must be willing to travel within the County.
(b) Interpret at Monthly Parent Committee Meetings.
(c) Interpret as needed for children's applications.
(d) Interpret for Parent / Teacher home visits and Parent Conferences.
(e) Interpret for ARD / IEP Meetings
(f) Interpret at scheduled staffing and as needed for other functions.
(g) Provide trilingual interpretation.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

TERMS ON CONTRACT:

1. The provider shall commence services on, August 1, 2013 and shall complete services no later than July 31, 2014. **NOTE**: All initial referrals to be assessed within five (5) days of the date of referral.

2. The contract may be terminated by either party by providing thirty (30) days written notice to the other party.

3. Confidentiality: Each party shall maintain the confidentiality of information of the records of "Covered Person" in accordance with applicable state and federal laws and regulations of other applicable laws, and shall not divulge or release such information, Except as permitted by law and in accordance with a validity executed written release or upon lawful order of a court or public authority which order right to business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing, detailing the circumstances and extent of such disclosure.

4. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

Exhibit B
Fee Schedule

Company NAME 2013 - 2014

Fee Schedule for Services: Fees should not exceed Medicaid Allowable reimbursements.
(if applicable)

1. The Provider shall be paid only for full and satisfactory completion of the following services:

Description of Service	FEE
Level I: Interpreting Services (Regular)	
Rate Per Hour (2 Hr. Minimum)	$40.00 per hour
OT Rate Per Hour (2 Hr. Minimum)	$60.00 per hour
Level II: Interpreting Services (Holidays)	
Rate per Hour (2 Hr. Minimum)	$60.00 per hour
OT Rate per Hour (2 Hr. Minimum)	$80.00 per hour

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 1, 2013 between _____ (the "Provider) and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

   b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the

individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process

that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion

unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.

p. Safeguards during Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards during Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii)if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

    a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

Program/Covered Entity Representative:

Name: Teresa Flores
Title: Executive Director
Address: Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: _____
Title: Certified Interpreter
Department and Division: Special Services
Address: _____

_____
_____

Program /Covered Entity
Hidalgo County Head Start Program

By: _____
Print Name

By: _____
Teresa Flores, Executive Director

_____
Signature

_____
Title Name

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/05/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (512) 329-5959 Fax: (512) 329-9189 COMMUNITY HEALTH INSURANCE AGENCY, INC. 5900 SOUTHWEST PARKWAY, BUILDING 3 AUSTIN TX 78735 Agency Lic#: 19661	CONTACT NAME: Sandra K Thompson PHONE (A/C, No, Ext): (512) 329-5959 FAX (A/C, No): (512) 329-9189 E-MAIL ADDRESS: sthompson@tachc.org
INSURED NUESTRA CLINICA DEL VALLE P.O. BOX 1689 PHARR TX 78577	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ProAssurance Indemnity Co., Inc. INSURER B : INSURER C : INSURER D: INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 393 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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED. EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ WC STATU-TORY LIMITS ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$
							E.L. DISEASE-POLICY LIMIT	$
A	Professional Liability			MP81837	06/30/12	06/30/13	$500,000	Each Incident

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

CERTIFICATE HOLDER

Ambrosio Tovar, Procurement Director
Hidalgo County Headstart Program
1901 W. State Hwy. 107
McAllen TX 78504

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sandra K Thompson

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Client#: 11518 NUESCLI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/05/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Martha Guerrero	
Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	PHONE (A/C, No, Ext): 956 682-9423	FAX (A/C, No): 956 687-1286
	E-MAIL ADDRESS: martha.guerrero@willis.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Nuestra Clinica Del Valle Inc PO Box 1689 Pharr, TX 78577	INSURER A : Travelers Lloyds Insurance Comp	39357
	INSURER B : Texas Mutual Insurance Company	22945
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PACP9250C993TLC11	12/21/2012	12/21/2013	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001093256	12/02/2012	12/02/2013	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A						E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

CERTIFICATE HOLDER

Hidalgo County Headstart Program
Ambrosio Tovar, Procurement Di
1901 W State Hwy 107
McAllen, TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian E Lewis

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

BDELA

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/09/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMBINED GROUP INSURANCE SERVICES INC 14785 PRESTON RD STE 350 DALLAS, TX 75254 (888) 661-3938 XY407 882	CONTACT NAME: PHONE (A/C, No, Ext): (888) 661-3938 FAX (A/C, No): (877) 552-6091 E-MAIL ADDRESS: Service.center@travelers.com PRODUCER CUSTOMER ID #: 3981A6138
INSURED NUESTRA CLINICA DEL VALLE 801 WEST FIRST STREET SAN JUAN, TX 78589	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 269179915031590 **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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] CLAIMS-MADE [ ] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY			BA-1614N255-13	01/22/2013	01/22/2014	COMBINED SINGLE LIMIT (Ea accident)	$500,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[X] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] HIRED AUTOS							$
	[ ] NON-OWNED AUTOS							$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

FOR INFORMATION ONLY

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD START
AMBROSIO TOVAR
1901 WEST STATE HIGHWAY 107
MCALLEN, TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Mary J. Swan

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: BA-1614N255-13-SEL

INSURED'S NAME: NUESTRA CLINICA DEL VALLE

CA TO 02 11 06

COVERED AUTO NO	GARAGING CITY & STATE		ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/ STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
1	SAN JUAN	TX	78589	0215	057	01499	10000
2	SAN JUAN	TX	78589	0215	057	01499	10000
3	SAN JUAN	TX	78589	0215	057	22499	20000
4	SAN JUAN	TX	78589	0215	057	01499	10000
5	SAN JUAN	TX	78589	0215	057	03499	10000

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
1	2000	CHEVR SILVE	1GCEC14WXYE301102	15355	ACV	X
2	2004	CHEVR EXPRE	1GAHG35U741242501	28345	ACV	E
3	2007	CHEVR	4XB84B1U07J802700	29822	ACV	B
4	2000	FORD ECONO	1FDRE1428YHB79519	20190	ACV	X
5	2000	CHEVR EXPRE	1GCHG35R3Y1168308	21760	ACV	X

	COVERED AUTO 1	COVERED AUTO 2	COVERED AUTO 3	COVERED AUTO 4	COVERED AUTO 5
BASIC PIP: DEDUCTIBLE AMOUNT APPLIES TO					
DEDUCTIBLES:					
COMPREHENSIVE	500	500	500	500	500
COLLISION	500	500	500	500	500
PREMIUMS:					
LIABILITY	609	979	932	913	719
BASIC PIP	11	11	11	11	11
COMPREHENSIVE	104	171	177	104	123
COLLISION	61	122	127	71	76
TOTAL	785	1283	1247	1099	929

TOTAL UNINSURED AND UNDERINSURED MOTORISTS PREMIUM: 630

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
**APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES

183

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN
(SEE SEPARATE PAGE EXPLAINING CERTAIN ENTRIES OR ABSENCE THEREOF)

POLICY NUMBER: BA-1614N255-13-SEL

INSURED'S NAME: NUESTRA CLINICA DEL VALLE CA TO 02 11 06

COVERED AUTO NO	GARAGING CITY & STATE	ZIP CODE	COUNTY TOWN CODE	TERR ZONE CODE	ISO/ STAT CODE	USE CLASS GVW/GCW OR SEAT CAPACITY
6	SAN JUAN TX	78589	0215	057	03499	10000

COVERED AUTO NO	YEAR	MAKE/MODEL	VEHICLE ID NO (VIN)	COST NEW	LIMIT OF LIAB	AGE GROUP
6	2009	CHEVR EXPRE	1GCGG29C291181015	26400	ACV	5

	COVERED AUTO 6	COVERED AUTO	COVERED AUTO	COVERED AUTO	COVERED AUTO
BASIC PIP:					
DEDUCTIBLE AMOUNT APPLIES TO					
DEDUCTIBLES:					
COMPREHENSIVE	500				
COLLISION	500				
PREMIUMS:					
LIABILITY	1052				
BASIC PIP	11				
COMPREHENSIVE	221				
COLLISION	179				
TOTAL	1463				

* APPLICABLE TO COMPREHENSIVE AND SPECIFIED CAUSES OF LOSS COVERAGE
**APPLICABLE TO COMPREHENSIVE, SPECIFIED CAUSES AND COLLISION COVERAGES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jose M Davila
Jose M Davila 3000 N McColl Rd Ste A1 McAllen, TX 78501	PHONE (A/C, No, Ext): 956-683-0500 FAX (A/C, No): 866-686-539 E-MAIL ADDRESS: jdavila@farmersagent.com PRODUCER CUSTOMER ID #:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Dr. Bose Industrial & Family Medicine, PLLC DBA/Industrial Health Works 801E Nolana Ste 9 McAllen TX 78504	INSURER A : Truck Insurance Exchange	
	INSURER B : National Liability & Fire	
	INSURER C : Mid-Century Insurance Exchange	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			604082557	05/27/2013	05/27/2014	EACH OCCURRENCE	$	2,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	
	[ ] CLAIMS-MADE [ ] OCCUR						MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	4,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	75,000
								$	
B	AUTOMOBILE LIABILITY			73APR289907	05/16/2013	05/16/2014	COMBINED SINGLE LIMIT (Ea accident)	$	500,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$	
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$	
	[X] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	[ ] HIRED AUTOS							$	
	[ ] NON-OWNED AUTOS							$	
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	[ ] DEDUCTIBLE							$	
	[ ] RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			A07446293	09/03/2012	09/03/2013	WC STATU-TORY LIMITS [ ] OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$	1,000,000
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						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)

Medical, Clinic and Offices/Vehicles 1:Mail Sprinter 4CDBXJ26 L2100486

Certificate holder is listed as Adiotional Insured's liability policy.

Waiver of Subrogation Applies in favor of the certificate holder on the workers compensation policy.

CERTIFICATE HOLDER

Hidalgo County Head Start
Program
1901 West State Highway 107
McAllen, TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988- 2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/06/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Arthur J. Gallagher Risk Management Services, Inc. 12621 Featherwood Dr., Suite 300 Houston, TX 77034	PHONE (A/C, NO, EXT):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
COMPANY A: Medicus Insurance Company	12754
COMPANY B:	
COMPANY C:	
COMPANY D:	
COMPANY E:	
COMPANY F:	

INSURED

Dr. Bose Industrial & Family Medicine, PLLC
DBA: Industrial Health Works
Ste. 9
801 E. Nolana Avenue
McAllen, TX 78504-6113

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY			N/A	N/A	N/A	EACH OCCURRENCE	$ N/A
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ N/A
	CLAIMS MADE ☐ OCCUR ☐						MED EXP (Any one person)	$ N/A
							PERSONAL & ADV INJURY	$ N/A
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ N/A
	POLICY ☐ PRO-JECT ☐ LOC ☐						PRODUCTS – COMP/OP AGG	$ N/A
								$ N/A
	AUTOMOBILE LIABILITY			N/A	N/A	N/A	COMBINED SINGLE LIMIT (Ea accident)	$ N/A
	ANY AUTO						BODILY INJURY (Per person)	$ N/A
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ N/A
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ N/A
								$ N/A
	UMBRELLA LIAB ☐ OCCUR ☐			N/A	N/A	N/A	EACH OCCURRENCE	$ N/A
	EXCESS LIAB ☐ CLAIMS MADE ☐						AGGREGATE	$ N/A
	DED ☐ RETENTION $							$ N/A
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		N/A	N/A	N/A	WC STATU-TORY LIMITS ☐ OTH-ER ☐	$ N/A
							E.L. EACH ACCIDENT	$ N/A
							E.L. DISEASE – EA EMPLOYEE	$ N/A
							E.L. DISEASE – POLICY LIMIT	$ N/A
A	OTHER Medical Prof. Liability Retro Date: 01/15/2007			TX4M0000120.001-3	01/15/2013	01/15/2014	Each Med. Incident: Shared Primary Aggregate Limit: N/A	

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

FOR INFORMATIONAL PURPOSES ONLY

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD START PROGRAM
1901 WEST STATE HIGHWAY 107
MCALLEN, TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Donovan R. Wey

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Medical Professional Liability

Named Insured:	Dr. Bose Industrial & Family Medicine, PLLC Ste. 9 801 E. Nolana Avenue McAllen, TX 78504-6113
Carrier:	Medicus Insurance Company *(AM Best "Rating"- A, Financial Category- X)*
Type of Coverage:	Medical Professional Liability - Claims Made *Coverage will be provided for medical professional services as defined by the policy which occur after the retroactive date of the policy and prior to the expiration date of the policy which are reported during the policy period or any applicable extended reporting period.*
Specialty:	Entity
Policy Period:	Effective from 12:01 a.m., 01/15/2013 to 12:01 a.m., 01/15/2014 standard time at the address of the named insured.
Retroactive Date:	01/15/2007
Producer:	Arthur J. Gallagher Risk Management Services, Inc., Healthcare Niche
AJGRMS License Number:	17533
Purchasing Group:	N/A
Limit of liability:	Shared Primary Per Medical Incident/Claim N/A Annual Aggregate Medical Board Defense: $25,000 Per Claim Limit of Liability $25,000 Annual Aggregate Limit of Liability Medicus Advantage Gold: $100,000 Limit - Network Security and Privacy Insurance $100,000 Limit - Regulatory Proceeding Insurance $100,000 Limit - Patient Notification and Credit Monitoring Costs Insurance $100,000 Limit - Data Recovery Costs Insurance $100,000 Aggregate Limit for all Coverage's Medicus Advantage Gold
Deductible:	NIL
Defense Cost	Outside Limits

EXTENDED REPORTING PERIOD (ERE) OPTION DETAILS

To see details regarding your Extended Reporting Options (Tail) please see the attached policy form.



PROASSURANCE.
Treated Fairly

Certificate of Insurance

ProAssurance Companies
100 Brookwood Place, Suite 300
Birmingham, Al 35209
Office 877-274-7007
Fax 205-868-4073
credentialing@proassurance.com
www.proassurance.com

Ashley Pediatric Day & Night Clinic
801 E. Nolana
Suite 13-A
McAllen, TX 78504

THIS IS TO CERTIFY THAT as of this date, the following described insurance is in existence with ProAssurance Indemnity Company, Inc. The COMPANY will not assume any responsibility to advise third parties, including the holder of this certificate, of any changes in this insurance POLICY or the expiration or cancellation of this POLICY.

Insured:	Sarojini G. Bose, M.D. 801 E. Nolana Suite 13-A McAllen, TX 78504
Policy Number:	MP82882
Policy Period:	7/14/2013 to 7/14/2014
Coverage:	Claims-made with Retro Date
Professional Liability - Primary Limits:	$200,000 per incident $600,000 aggregate
Retroactive Date:	12/1/2002

This Certificate of Insurance is for informational purposes only and does not amend, extend, or alter the coverage provided by the above-described policy. This Certificate depicts only primary coverage limits. The insured may carry additional or excess coverage not reflected herein. If you have questions about the information contained on this form please contact our underwriting department at the number listed above.

Certified today, July 16, 2013

CERTIFICATE OF INSURANCE

© 2012 ProAssurance Corporation

Allstate
You're in good hands.

CI TX A02 10 11

TEXAS CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder:	Named Insured:
HIDALGO COUNTY HEAD START 1 HIDALGO, TX 78577	MOHAMMAD H MIRMOHAMMADI 801 E NOLANA ST MCALLEN TX 78504

Automobile Liability

Insurer Name: Allstate County Mutual Insurance Company

Policy Number: 648598726

	1 – Any Auto		2 – Owned Autos Only		3 – Owned Priv. Pass. Autos Only
	4 – Owned Autos Other Than Priv. Pass. Autos Only		5 – Owned Autos Subject to No Fault		6 – Owned Autos Subject to a Compulsory UM Law
X	7 – Specifically Described Autos		8 – Hired Autos Only		9 – Non-owned Autos Only

Policy Effective Date: 04-14-2013		**Policy Expiration Date:** 04-14-2014	
Limits Of Insurance:	$ 500,000	Combined Single Limit (each accident)	
	BI Per Person	BI Per Accident	PD Per Accident

Description of Operations/Locations/Vehicles/Endorsements/Special Provisions

CERTIFICATE OF INSURANCE HOLDER

Interested Party Type: CERTIFICATE HOLDER

THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER.

IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Producer: ABELARDO MEDA	
Authorized Representative:	**Date:**

Includes copyrighted material of Insurance Services Office, Inc., with its permission

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

ESC R001

DATE (MM/DD/YYYY) 05-30-2013

THIS CERTIFICATEIS 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 ADDITIONALINSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
NORTHEAST BROKERAGE AGENCIES/PHS 214726 P:(866)467-8730 F:(800)308-5459 301 WOODS PARK DRIVE CLINTON NY 13323	PHONE (A/C, No, Ext): (866)467-8730	FAX (A/C, No): (800)308-5459
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A : Sentinel Ins Co LTD	
NOLANA FAMILY DENTAL INC. 801 E NOLANA AVE MCALLEN TX 78504	INSURER B : Hartford Ins Co of the Midwest	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC	[X]	[ ]	01 SBM AS4950	04/14/2013	04/14/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	[ ]	[ ]				COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	[ ]	[ ]				EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	[ ]	01 WBC DB6133	04/14/2013	04/14/2014	[X] WC STATU-TORY 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)

Those usual to the Insured's Operations. The Certificate Holder is listed as Additional Insured per Business Liability Coverage Form,SS 00 08, attached to this policy.

CERTIFICATE HOLDER

Hidalgo County Headstart
1901 W HGHWY 107
MCALLEN, TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jac Maillou

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/3/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Holly Black
Wallace Specialty Insurance Group LLC 508 Twilight Trail Suite 203 Richardson TX 75080	PHONE (A/C, No, Ext): (972)663-5190 FAX (A/C, No): (972)663-5005 E-MAIL ADDRESS: service@wallacesig.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Mohammad Mirmohammadi, DMD 801 East Nolana Suite 21 McAllen TX 78504	INSURER A: Fortress Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL131305783 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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Claims Made Form			36872	2/1/2013	2/1/2014	Per Patient: Total Limit:	$500,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Retro Date: 02/01/1996

CERTIFICATE HOLDER	CANCELLATION
For information only	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 Kyle Wallace/CLO

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

33 (Policy Provisions: WC 00 00 00 B)
61
DE INFORMATION PAGE
WB WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: HARTFORD INSURANCE COMPANY OF THE MIDWEST
ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number: 20605
Company Code: G

THE HARTFORD

		Suffix LARS	Suffix RENEWAL
POLICY NUMBER:	01 WBC DE6133		02
Previous Policy Number:	01 WBC DE6133		

HOUSING CODE: DW

1. Named Insured and Mailing Address: NOLANA FAMILY DENTAL INC.
(No., Street, Town, State, Zip Code)

801 E NOLANA ST
MC ALLEN, TX 78504

FEIN Number: 637305478

State Identification Number(s):
UIN:

The Named Insured is: CORPORATION
Business of Named Insured: FAMILY DENTIST OFFICE, CLINIC
Other workplaces not shown above: 801 E NOLANA ST
MC ALLEN TX 78504

2. Policy Period: From 04/14/13 To 04/14/14
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: NORTHEAST BROKERAGE AGENCIES/PHS

301 WOODS PARK DRIVE
CLINTON, NY 13323

Producer's Code: 214726

Issuing Office: THE HARTFORD
301 WOODS PARK DRIVE
CLINTON NY 13323
(866) 467-8730

Total Estimated Annual Premium: $377
Deposit Premium:
Policy Minimum Premium: $192 TX

Audit Period: ANNUAL Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by Kristine R. Ogas
Authorized Representative

03/02/13
Date

Affidavit & Indemnity Agreement

Date: 4/22/2013

Affiant: Anita Sandoval

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant: Anita Sandoval states (s)he is a sole proprietor doing business as Professional Counseling As a Licensed Professional with Hidalgo County Head Start Program under RFQ-2013-002-04-12 dated April 12, 2013. Affiant will provide services for Hidalgo County Head Start Program under a Hidalgo County Head Start Program Mental Health Services contract.

Affiant further states that she has not employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County Head Start Program and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind of nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

Anita Sandoval

Anita Sandoval Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on 5/2, 2013.

Notary Public, State of Texas County of Hidalgo

IVONNE GUAJARDO
Notary Public, State of Texas
My Commission Expires
August 23, 2013

Ivonne Guajardo

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 956-787-8844 956-787-0942 DORA A. SANCHEZ PO BOX 1699 PHARR, TX 78577	CONTACT NAME: DORA A. SANCHEZ PHONE (A/C, No, Ext): 956-787-8844 FAX (A/C, No): 956-787-0942 E-MAIL ADDRESS: DSANCHEZ@TXFB-INS.COM
INSURED ANITA & EDGAR SANDOVAL 2802 E 20TH ST MISSION, TX 78572	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : TX FARM BUREAU INS. CO. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO							$
	☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS			POL# 21776281	03/10/2013	03/10/2014	BODILY INJURY (Per person)	$ 500,000
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						BODILY INJURY (Per accident)	$ 500,000
							PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

2007 HONDA CR-V VIN# JHLRE38337C068992
2008 TOYOTA TACOMA 3TMJU62NX8M052295

CERTIFICATE HOLDER

HIDALGO COUNTY
HEADSTART PROGRAM
1901 W HWY 107
MCALLEN, TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dora A. Sanchez DORA A. SANCHEZ

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Certificate of Insurance (Proof of Coverage) Date Issued: 8/17/2012

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

Insured Name and Mailing Address*	Program Administrator
[illegible]ta Sandoval 2802 E. 20th Street Mission, TX 78572 *Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.	Administered By: CPH and Associates 711 S. Dearborn, Suite 205 Chicago, IL 60605 P. 312-987-9823 F. 312-987-0902 info@cphins.com Underwritten By: Philadelphia Indemnity Insurance Company

Coverage

Policy #: PHCPE73057	Effective Date: 08/19/12	Expiration Date: 08/19/13

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.

Limits of Liability		
EACH OCCURRENCE *(Per individual claim)*	AGGREGATE *(Total amount per policy year)*	Coverage Part
$1,000,000	$3,000,000	Professional Liability
$1,000,000	$3,000,000	Commercial General Liability Includes: General Liability, Fire & Water Legal Liability, and Personal Liability
N/A	N/A	Property Coverage
$1,000,000	$3,000,000	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
$35,000	$35,000	State Licensing Board Investigation Defense Coverage
$15,000	$15,000	Assault Coverage
$10,000	$35,000	Deposition Expense Benefit
$5,000/person	$50,000	Medical Expense Coverage
$15,000	$15,000	First Aid Coverage

Description/Special Provisions:

Certificate Holder

Headstart of Hidalgo County PO Box 0117 Edinburg,Texas 78540	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Holder has also been added to the policy as an additional insured:** __Yes/XNo **If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	Authorized Representative C. Philip Hodson C. Philip Hodson

DISCLAIMER: The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies l[illegible] thereon.

Print Date: 3/11/2013

CNA

HPSO
Healthcare Providers Service Organization

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance

OCCURENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0427405935	from 10/01/12 to 10/01/13 at 12:01 AM Standard Time

Named Insured and Address:
Esmeralda Meave
Po Box 1761
Elsa, TX 78543-1761

Program Administered by:
Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-982-9491
www.hpso.com

Medical Specialty: Licensed Professional Counselor
Code: 80723

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Professional Liability	$1,000,000 each claim	$ 5,000,000 aggregate

Your professional liability limits shown above include the following:
* Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to $ 25,000 aggregate sublimit

Coverage Extensions

License Protection	$ 25,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit	$ 1,000	per day limit	$ 25,000	aggregate
Deposition Representation	$ 10,000	per deposition	$ 10,000	aggregate
Medical Payments	$ 25,000	per person	$ 100,000	aggregate
First Aid	$ 10,000	per incident	$ 10,000	aggregate
Damage to Property of Others	$ 10,000	per incident	$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	$ 25,000	per incident	$ 25,000	aggregate

General Liability

General Liability	$1,000,000 each claim / $1,000,000 aggregate
Fire & Water Legal Liability	Included in the GL limit shown above subject to $250,000 aggregate sublimit
Personal Liability	$1,000,000 aggregate

Total: $ 473.00

Base Premium $473.00

Premium reflects Self Employed , Full Time

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D	G-121501-C	G-53752-C42	G-145184-A	G-147292-A	GSL15563
GSL15564	GSL17101	GSL13424	G-123846-C42	GSL3886	GSL3908
G-121504-C	G-123828-B				

Thomas F. Motamed
Chairman of the Board

Secretary

Keep this document in a safe place.It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full.In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Master Policy # 188711433

G-141241-B (03/2010) Coverage Change Date: Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

The list below contains general descriptions of the policy forms and endorsements that may or may not apply to your professional liability insurance policy. **Please refer to your Certificate of Insurance for the policy forms & endorsements specific to your state and your policy period.** Coverages, rates and limits may differ or may not be available in all states. All products and services are subject to change without notice.

Think Green –expanded definitions and copies of these policy forms and endorsements are available online at www.hpso.com/policyforms

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	DESCRIPTION
G-121500-D	Common Policy Conditions
G-121501-C	Occurrence Policy Form
G-53752-C42	Texas Policy Holder Notice
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
G-123846-C42	Texas Cancellation and Non-Renewal
GSL3886	Coverage & Cap on Losses from Certified Acts Terrorism
GSL3908	Notice - Offer of Terrorism Coverage & Disclosure of Premium

OPTIONAL ENDORSEMENTS

FORM #	DESCRIPTION
G-121504-C	General Liability Form
G-123828-B	Certificate Holder

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association.

HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT

Agreement to Provide Notice of Cancellation

In consideration of the premium paid, it is agreed that if the policy to which this endorsement is attached is cancelled before the expiration date, we will endeavor to mail notice to the person or entity named below. However, failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Person or Entity Name and Address: Hidalgo County Headstart

PO Box 117

Edinburg TX 78540

City, State Zipcode

This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

Must Be Completed		*Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy*	
ENDT. NO.	POLICY NO.	ISSUED TO	ENDORSEMENT EFFECTIVE DATE
1	427405935	Esmeralda Meave	10/01/12

G-123828-B (07/2001)

DMD 3/11/2013

Affidavit & Indemnity Agreement

Date: 4/23/2013

Affiant: Esmeralda Meave

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant: Esmeralda Meave states (s)he is a sole proprietor doing business as Professional Counseling As a Licensed Professional with Hidalgo County Head Start Program under RFQ-2013-002-04-12 dated April 12, 2013. Affiant will provide services for Hidalgo County Head Start Program under a Hidalgo County Head Start Program Mental Health Services contract.

Affiant further states that she has not employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County Head Start Program and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind of nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

Esmeralda Meave Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on April 23, 2013.

Notary Public, State of Texas

ANA LISA GONZALEZ
Notary Public, State of Texas
My Commission Expires
March 14, 2017

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DANIEL REZA 53-8464 1221 S 77 SUNSHINE STRIP HARLINGEN, TEXAS 78550	CONTACT NAME: VELIA TREVINO PHONE (A/C, No, Ext): (956) 425-3276 FAX (A/C, No): (956) 425-1972 E-MAIL ADDRESS: velia.trevino.mopn@statefarm.com
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178
INSURED LUIS ENRIQUE LEAL & ESMERALDA MEAVE 1126 E MILE 15 N WESLACO, TEXAS 78596-1371	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
X	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	X ALL OWNED AUTOS ☐ SCHEDULED AUTOS			184 5799-C13-53-001	03/13/2013	09/13/2013	BODILY INJURY (Per accident)	$ 500,000
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N					WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N / A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

2002 CHEVROLET K1500 PICK UP VIN# 1GCEK19TX2E170567

CERTIFICATE HOLDER

HIDALGO COUNTY HEADSTART
PO BOX 117
EDINBURG, TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Velia Trevino

© 1988-2010 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	STATE FARM INSURANCE, ROEL VILLANUEVA 702 W EXPRESSWAY 83 SUITE A PHARR TEXAS 78577 (956) 702-4200	CONTACT NAME: TONY GUZMAN PHONE (A/C, No, Ext): 956-664-1600 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : State Farm Lloyds	43419
INSURED	TONY GUZMAN DBA GUZMAN & ASSOCIATES 210 NOLANA AVE STE B MCALLEN TX 78504-2509	INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	N	90-BK-X040-7 L	09/22/2012	09/22/2013	EACH OCCURRENCE	$ 300,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 300,000
							GENERAL AGGREGATE	$ 600,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 600,000
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

HIDALGO COUNTY HEADSTART
1091 West State Highway 107
McAllen, TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STATE FARM INSURANCE, ROEL VILLANUEVA 702 W EXPRESSWAY 83 SUITE A PHARR TEXAS 78577 (956) 702-4200	CONTACT NAME: TONY GUZMAN PHONE (A/C, No, Ext): 956-664-1600 FAX (A/C, No): E-MAIL ADDRESS:
INSURED TONY GUZMAN DBA GUZMAN & ASSOCIATES 210 NOLANA AVE STE B MCALLEN TX 78504-2509	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : INSURER B : State Farm Mutual Automobile Insurance Company — 25178 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY	Y	N	159 6224-F17-53 -001	12/7/2012	06/17/2013	COMBINED SINGLE LIMIT (Ea accident)	$
	X ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 500,000
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ 300,000
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

04 LINCOLN NAVIGATOR VIN.# 5LMFU27R34LJ01450
TONY GUZMAN DBA GUZMAN & ASSOCIATES

LOCATION:
210 NOLANA AVE STE B
MCALLEN TX 78504-2509

CERTIFICATE HOLDER

HIDALGO COUNTY HEADSTART
1091 West State Highway 107
McAllen, TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

CNA

Certificate of Insurance

HPSO
Healthcare Providers Service Organization™

OCCURRENCE POLICY FORM

PRODUCER	BRANCH	PREFIX	POLICY NUMBER
018098	970	HPG	0273927341-8

Policy Period:
From 08/08/12 to 08/08/13 at 12:01 AM Standard Time

Named Insured

(Member Since 8-8-04)

Tony Guzman
210 W Nolana Ave Ste B
McAllen, TX 78504-2509

Program Administered by:

Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-982-9491
www.hpso.com

Medical Specialty	Code
Licensed Professional Counselor	80723

Insurance is provided by:

American Casualty Company of Reading, Pennsylvania
333 South Wabash Avenue Chicago, Illinois 60604

Professional Liability $1,000,000 each claim $3,000,000 aggregate

Your professional liability limits shown above include the following:

- Good Samaritan Liability
- Malplacement Liability
- Personal Injury Liability
- Sexual Misconduct included in the PL Limit shown above subject to $25,000 aggregate sublimit

Coverage Extensions

License Protection	$ 25,000 per proceeding	$ 25,000 aggregate
Defendant Expense Benefit	$ 1,000 per day limit	$ 25,000 aggregate
Deposition Representation	$ 10,000 per deposition	$ 10,000 aggregate
Medical Payments	$ 25,000 per person	$ 100,000 aggregate
First Aid	$ 10,000 per incident	$ 10,000 aggregate
Damage to Property of Others	$ 10,000 per incident	$ 10,000 aggregate
Information Privacy (HIPAA) Fines & Penalties	$ 25,000 per incident	$ 25,000 aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire and Water Legal Liability	Included in the PL limit above subject to $150,000 aggregate sublimit
Personal Liability	$1,000,000 aggregate

Total: $317.00

Premium reflects self-employed, full-time rate.

Policy Forms & Endorsements (Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D G-121501-C G-121503-C G-145184-A G-147292-A GSL3886 GSL3908 GSL13424 GSL15563 GSL15564 GSL17101 G-123846-C42 G-53752-C42

Thomas F. Nolan
Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. This Certificate of Insurance and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Form #: G-141241-B (3/2010)

Master Policy: 188711433

Guzman & Associates

Confidential Counseling / Consejos con Confianza
210 Nolana, Suite B / McAllen, Texas. 78504
Phone: (956) 664-1600 / Fax: (956) 664-1623

Affidavit & Indemnity Agreement

Date: 04-12-2013

Affiant: Mr. Tony Guzman

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant: **Mr. Tony Guzman** states he is a sole proprietor doing business as Licensed Professional Counselor and applying to do business with Hidalgo County Head Start Program under RFQ Bid No: 2013-002-04-12 dated 03-01-2013. Affiant will provide services for Hidalgo County Head Start Program under a Hidalgo County Head Start Program Mental Health contract, if approved.

Affiant further states that he has no employees and does not anticipate employing any during the term of the contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County Head Start Program and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind of nature, arising out of or in any way relating to the services performed by Affiant.

MELODY GARCIA
MY COMMISSION EXPIRES
November 10, 2013

Further Affiant sayeth not.

Tony Guzman M.Ed., LPC-S

Tony Guzman Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on April 12, 2013.

Notary Public, State of Texas: Melody Garcia.

My Commission expires: 11-10, 2013.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/13/2013

PRODUCER

GREENSPOINT INSURANCE AGENCY
1127 E 9TH ST
MISSION, TX. 78572

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

INSURED

LILIA VARELA
GENERATIONS GROWING TOGETHER INC. DBA
GROWING GENERATIONS
1114 ALTON BLVD
ALTON, TX. 78573

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	GMAC	
INSURER B:	TEXAS MUTUAL INSURANCE COMPANY	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	☐	GENERAL LIABILITY ☐ COMMERICAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE ☐ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURENCE	$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
						PRODUCTS - COMP/OP AGG	$
							$
A	☒	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____ ☐	2002086665	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Each Occurrence)	$1,000,000.00
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
	☐	GARAGE LIABILITY ☐ ANY AUTO ☐ _____				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
	☐	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $_____				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
B	☒	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP0001253438 20130604	06/04/13	06/04/2014	☐ WC STATUTORY LIMITS ☒ OTHER	
						E.L. EACH ACCIDENT	$500,000
						E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
	☐	OTHER					

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

AUTO COVERED :2009 FORD FOCUS SES VIN #: 1FAHP33N99W199072

CERTIFICATE HOLDER

HIDALGO COUNTY
1901 W. State Hwy. 107
Edinburg, TX. 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Certificate of Insurance (Proof of Coverage)

Date Issued: 3/25/2013

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

Insured Name and Mailing Address*	Program Administrator
Generations Growing Together, dba Growing Generations of South Texas 1114 N Alton Blvd Alton, TX 78573	Administered By: CPH and Associates 711 S. Dearborn, Suite 205 Chicago, IL 60605 P. 312-987-9823 F. 312-987-0902 info@cphins.com Underwritten By: Philadelphia Indemnity Insurance Company
**Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.*	

Coverage

Policy #: PHCP076516	Effective Date: 02/24/13	Expiration Date: 02/24/14

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.

Limits of Liability		
EACH OCCURRENCE *(Per individual claim)*	AGGREGATE *(Total amount per policy year)*	Coverage Part
$1,000,000	$3,000,000	Professional Liability
$1,000,000	$3,000,000	Commercial General Liability Includes: General Liability, Fire & Water Legal Liability, and Personal Liability
$15,000	$15,000	Property Coverage
$1,000,000	$3,000,000	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
$35,000	$35,000	State Licensing Board Investigation Defense Coverage
$15,000	$15,000	Assault Coverage
$10,000	$35,000	Deposition Expense Benefit
$5,000/person	$50,000	Medical Expense Coverage
$15,000	$15,000	First Aid Coverage

Description/Special Provisions:
General Liability Locations: 1) 1114 N Alton Blvd, Alton, TX 78573
2) 600 N Flores St., Ste. #2, Rio Grande City, TX 78582

Certificate Holder

PROOF OF COVERAGE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Holder has also been added to the policy as an additional insured:** __Yes/XNo **If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	Authorized Representative C. Philip Hodson C. Philip Hodson

DISCLAIMER: The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Affidavit & Indemnity Agreement

Date: 5/08/2013

Affiant: Maricela Medrano

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant: Maricela Medrano states (s)he is a sole proprietor doing business as Professional Counseling As a Licensed Professional with Hidalgo County Head Start Program under RFQ-2013-002-04-12 dated April 12, 2013. Affiant will provide services for Hidalgo County Head Start Program under a Hidalgo County Head Start Program Mental Health Services contract.

Affiant further states that she has not employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County Head Start Program and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind of nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

Maricela Medrano

Maricela Medrano Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on June 18, 2013.

Notary Public, State of Texas Letty Bazan

LETTY BAZAN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 2/15/17

GEICO

GOVERNMENT EMPLOYEES INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

JULIAN AND MARICELA SOTO
MEDRANO
117 E CAMELLIA AVE
MCALLEN, TX 78501-9476

Policy Number: 4199312747
Effective Date: 06-29-13
Expiration Date: 12-29-13
Registered State: TEXAS

To whom it may concern:
This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2013
Make: VOLKS
Model: PASSAT
VIN: 1VWCN7A38DC010390

COVERAGES	LIMITS	DEDUCTIBLES
BODILY INJURY LIABILITY	$300,000/$500,000	
PROPERTY DAMAGE LIABILITY	$50,000	
UNINSURED MOTORIST BODILY INJ	INSURED REJECTS	
UNINSURED MOTORIST PROPERTY DAMAGE	$50,000	$250 DED
COMPREHENSIVE		$500 DED
COLLISION		$500 DED
EMERGENCY ROAD SERVICE	FULL	NON-DED
RENTAL REIMBURSEMENT	$50/DAY-$1500 MAX	
MECHANICAL BREAKDOWN		$250 DED

___ Lienholder ___ Additional Insured X Interested Party

HIDALGO COUNTY
1901 W HWY 107
MCALLEN, TX 78504

Additional Information:

Issued 8/19/2013

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.

U-33 10-07

Print Date: 3/18/2013

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance

OCCURENCE POLICY FORM

HPSO
Healthcare Providers Service Organization™

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0296344081	from 03/01/13 to 03/01/14 at 12:01 AM Standard Time

Named Insured and Address:
Maricela S Medrano
117 E Camellia Ave
Mcallen, TX 78501-9476

Program Administered by:
Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-982-9491
www.hpso.com

Medical Specialty: Social Worker, Clinical

Code: 80723

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Professional Liability	$1,000,000 each claim	$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

* Good Samaritan Liability
* Malplacement Liability
* Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to $ 25,000 aggregate sublimit

Coverage Extensions

License Protection	$ 25,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit	$ 1,000	per day limit	$ 25,000	aggregate
Deposition Representation	$ 10,000	per deposition	$ 10,000	aggregate
Medical Payments	$ 25,000	per person	$ 100,000	aggregate
First Aid	$ 10,000	per incident	$ 10,000	aggregate
Damage to Property of Others	$ 10,000	per incident	$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	$ 25,000	per incident	$ 25,000	aggregate

General Liability

General Liability	$1,000,000 each claim / $1,000,000 aggregate
Fire & Water Legal Liability	Included in the GL limit shown above subject to $250,000 aggregate sublimit
Personal Liability	$1,000,000 aggregate

Total: $ 319.00

Base Premium $319.00

Premium reflects Self Employed , Part Time

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D	G-121501-C	G-53752-C42	G-145184-A	G-147292-A	GSL15563
GSL15564	GSL17101	GSL13424	G-123846-C42	GSL3886	GSL3908
G-121504-C	GSL-5587				

Medical Speciality is amended to include Consulting Services (GSL-5587)

Thomas F. Motamed
Chairman of the Board

Secretary

Keep this document in a safe place.It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full.In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

G-141241-B (03/2010)

Coverage Change Date:

Master Policy # 188711433

Endorsement Change Date:

PROGRESSIVE

JOEL OCHOA
817 N WARE RD #5
MCALLEN, TX 78501
1-956-688-8243

Policy number: 02240999-0
Underwritten by:
PROGRESSIVE COUNTY MUTUAL INS CO
June 19, 2013

Certificate of Insurance

Certificate Holder	Insured	Agent
CHALLANGES AND CHANGE 813 N WARE RD MCALLEN, TX 785010000	CHALLANGES AND CHANGE CHALLANGES AND CHANGE 813 N WARE RD MCALLEN, TX 78501	JOEL OCHOA 817 N WARE RD #5 MCALLEN, TX 78501

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Effective Date: May 31, 2013 Policy Expiration Date: May 31, 2014

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	$100,000/$300,000/$50,000
UNINSURED/UNDERINSURED MOTORIST	$50,000/$100,000
UNINSURED MOTORIST PROPERTY DAMAGE	$25,000 W/$250 DED

Description of Location/Vehicles/Special Items

Scheduled autos only

2002 FORD WINDSTAR 2FMZA53482BB66781
MEDICAL PAYMENTS $10,000

Certificate number
17013NET999

Form 5241 (10/02)

Affidavit & Indemnity Agreement

Date: 6-11-2013

Affiant: Challenges and Change, PLLC
Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant: **Challenges and Change, PLLC** states it is a Professional Limited Liability Company doing business as Licensed Professional Counselor with Hidalgo County Head Start Program under RFQ-2013-002-04-12, dated April 12, 2013. Affiant will provide services for Hidalgo County Head Start Program under a Hidalgo County Head Start Program Mental Health service contract.

Affiant further states that she has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County Head Start Program and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind of nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

Challenges and Change, PLLC / Jennifer L. Holm

Jennifer L. Holm, LPC-S Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on June 18th, 2013.

Notary Public, State of Texas Anita Altamirano

ANITA ALTAMIRANO
Notary Public, State of Texas
My Commission Expires
January 13, 2016

1901 West State Highway107*McAllen, TX 78504*(956) 380-4149*Fax (956) 381-0439

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Porter-Brandenburg Agency 12160 Abrams Rd. #107 Dallas TX 75243	CONTACT NAME: PHONE (A/C, No, Ext): (972) 234-5588 FAX (A/C, No): (972) 234-5311 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Penn-America Ins Co — 32859 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Challenges and Change PLLC 813 N Ware Rd , Suite A McAllen TX 78501-	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PAC7014157	03/26/2013	03/25/2014	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ Incl.
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Texas Department of Family and Protective Services
2520 South Veteran's Blvd.
Edinburg Tx 78539-

Fax:( ) -

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James H. Porter

AI 008505

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Affidavit & Indemnity Agreement

Date: 5/21/2013

Affiant: Amy Jane Hermansen
Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant: Amy Jane Hermansen states (s)he is a sole proprietor doing business as sign language interpreter As a Licensed Professional with Hidalgo County Head Start Program under RFQ-2013-003-04-12 dated April 12, 2013. Affiant will provide services for Hidalgo County Head Start Program under a Hidalgo County Head Start Program Mental Health Services contract.

Affiant further states that she has not employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County Head Start Program and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind of nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

Amy J Hermansen

Amy J Hermansen Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on 5/30, 2013.

Notary Public, State of Texas

RICARDO RAMIREZ, JR.
Notary Public, State of Texas
My Commission Expires
June 20, 2015

1901 West State Highway107*McAllen, TX 78504*(956) 380-4149*Fax (956) 381-0439

HISCOX

HISCOX INSURANCE COMPANY INC. (A Stock Company)
233 North Michigan Avenue, Suite 1840 Chicago Illinois 60601

Certificate of Commercial General Liability Insurance

This certificate is issued for informational purposes only.

It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies.

Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Named Insured:	Amy J Hermansen dba Sign Language Services		
Insurer Name:	Hiscox Insurance Company Inc.		
Policy Number:	UDC-1356688-CGL-13		
Type of Coverage:	Occurrence		
Policy Effective Date:	June 10, 2013	Policy Expiration Date:	June 10, 2014

Limits of Insurance

Each Occurrence:	$ 1,000,000	
Damage to Premises Rented to You:	$ 100,000	Any one premises
Medical Expense:	$ 5,000	Any one person
Personal & Advertising Injury:	$ 1,000,000	
General Aggregate:	$ 2,000,000	
Products/Completed Operations Aggregate:	Products-completed operations are subject to the General Aggregate Limit	
General Aggregate Limit applies per:	Policy	

Description of Endorsements/Special Provisions

Not applicable

Authorized Representative

June 18, 2013
Date

Includes copyrighted material of Insurance Services Office, Inc., with its permission. © ISO Properties, Inc., 2000

Client # 171527

MEMORANDUM OF INSURANCE

Date Issued
August 16, 2012

Producer

Marsh U.S. Consumer
a service of Seabury & Smith, Inc.
P.O. Box 14576
Des Moines, IA 50306-3576
www.proliability.com

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

Company Affording Coverage
Liberty Insurance Underwriters, Inc.

Insured
Amy J Hermansen
dba: Sign Language Services
1409 Rio Grande Street
San Juan, TX 78589

This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability Interpreter	AHY-671224001	08/01/2012	08/01/2013	Per Occurrence	$1,000,000
				Aggregate	$3,000,000
General Liability				Per Occurrence	
				Aggregate	

Evidence of Insurance

Memorandum Holder:

Amy J Hermansen
dba: Sign Language Services
1409 Rio Grande Street
San Juan, TX 78589

Should the above described Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative
Joan O'Sullivan



CONSUMERS COUNTY
MUTUAL INSURANCE COMPANY
(A COUNTY MUTUAL COMPANY)
Travelers Business Center
PO Box 59059
Knoxville, TN 37950-9059

Phone: 1-800-842-5075
Fax: 1-877-872-5334

April 3, 2013

D R HORTON INS AGENCY
PO BOX 467
HARLAN IA 51537

AUTOMOBILE CERTIFICATE OF INSURANCE

RE: Policy Number: 987777604 122 1
MARK & AMY HERMANSEN
1409 RIO GRANDE ST
SAN JUAN, TX 78589
Consumers County Mutual Insurance Company
Policy Period: 11/9/2012 - 5/9/2013

Agent Code: 0M2647
Agent Name: D R HORTON INS AGENCY
PO BOX 467
HARLAN, IA 51537

Description of Vehicle(s):

Vehicle	Year	Make	Model	Vehicle Identification Number
1	2008	PONTIAC	VIBE	5Y2SL658X8Z422737
2	2013	HYUNDIA	ELANTRA GL	5NPDH4AE0DH263089

Policy Coverages and Limits:

Vehicle	Bodily Injury	Property Damage	Comprehensive		Collision	
1	$100,000 / $300,000	$100,000	$	Deductible		Deductible
2	$100,000 / $300,000	$100,000	$500	Deductible	$500	Deductible

Vehicle 2 - Loss Payee/Lienholder
HYUNDAI FINANCIAL
PO BOX 20829
FOUNTAIN VALLEY CA 92708

This is to certify that the policy of insurance listed above has been issued to the insured named above. Any liability and any required no-fault coverages afforded by this policy for the vehicle described above also apply to the person or organization named above as an additional insured. If we terminate this policy, notice will also be mailed to the additional insured at least ten days before the effective date of cancellation.

This certificate is issued as a matter of information only and does not amend, alter or extend the coverage afforded by the policy.

Kristina Morris
Travelers Business Center
800-842-5075

ASIGNLA-01 CHANDANEYO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Sign Language Interpreters LLC DBA A Sign Language Company 2721 Fountain Plaza Blvd Ste D Edinburg, TX 78539	INSURER A : Assurance Company of America	19305
	INSURER B : Maryland Casualty Company	19356
	INSURER C : Markel Insurance Company	38970
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			PAS05339736	9/4/2012	9/4/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0533975100	9/4/2012	9/4/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab.			MG835718	9/17/2012	9/17/2013	See Attached	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THIS CERTIFICATE VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 9/21/2012

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Professional Liability **CARRIER: Markel Insurance Company** **POLICY TERM: 9/17/2012 - 9/17/2013** **POLICY NUMBER: MG835718**	**Aggregate $3,000,000** **Per Claim $1,000,000**

AI-40101 **Head Start 16. H.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Extend Interlocal Agreement with the South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food Commodities, Uniforms, Supplies and Services

BACKGROUND

Policy Council Approval: 08.14.13

Attachments

Extend Interlocal Agreement

agree

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/08/2013 01:28 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Linda Galaviz Started On: 08/07/2013 04:13 PM

Final Approval Date: 08/16/2013

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: August 14, 2013

SUBJECT: Discussion/Approval to Extend Interlocal Agreement with the South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food Commodities, Uniforms, Supplies and Services

RATIONALE/NEED: The purpose of this agreement is to purchase quality food commodities, kitchen/janitorial supplies, and services at the lowest price.

RECOMMENDATION: Administration recommends approval.

COST: Texas Department of Agriculture (TDA) funds are available.
$1,529,000 Year
Acct #29-5555-20-10000-705

RELATED INFORMATION INCLUDED: Memo

* *

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director
Gilbert Siva, Interim Child Nutrition Director

DATE: August 1, 2013

SUBJ: Region 1 ESC -South Texas Cooperative Contract Extension

We would like to continue the use of the South Texas Cooperative Inter-local agreement with Region One Education Service Center for the next school year. This inter-local agreement was originally signed and approve on October 4, 2005. This program has helped Head Start Child Nutrition Program save time and money.

This cooperative program performs the bidding process on the food, kitchen/janitorial supplies, and services used by the Head Start Child Nutrition Program.

The inter-local agreement has been beneficial for Head Start and the Child Nutrition Program. It is highly recommended by the Procurement Department and the Child Nutrition Department to extend this inter-local agreement.

Should you have any questions please let us know. Thank you.

ADDENDUM
INTERLOCAL PARTICIPATION AGREEMENT
For the
Child Nutrition Program – South Texas Coop

TO BE COMPLETED BY THE COOPERATIVE MEMBER:

Hidalgo County Purchasing Department, which includes the following:
(Name of Local Government)

- Hidalgo County Headstart
- All Hidalgo County Departments
- All Hidalgo County Programs
- All Hidalgo County Entities
- All Hidalgo County Agencies

By: _____ Date: 10/5/06
(Signature of authorized representative of Cooperative Member)

Ramon Garcia, County Judge
(Printed name and title of authorized representative)

Approved by Commissioners' Court
on 9-19-06 ah

Coordinator for the Cooperative Member is:

Martha L. Salazar, Purchasing Agent
Name
100 E. Cano, 4th Floor
Address
Edinburg
City

Texas, 78539
(Zip Code)
(956) 318-2626
Phone
(956) 318-2629
Fax
martha.salazar@co.hidalgo.tx.us
E-mail Address

4. **HIDALGO COUNTY WIC PROGRAM - Recommending of bid award and approval of contract (subject to legal review) to lowest bidder meeting all specifications for: "Printing Cook Books" (6-309)**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

5. **Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year (as provided in contract) with Corky's Fire Extinguisher Sales and Services.**

   On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

6. **HIDALGO COUNTY COMMUNITY SERVICE AGENCY Recommending award proposal received and approval of contract (subject to legal review) to sole proposer meeting minimum score for qualification for: 'Repairs, Replacement and/or Retrofit of Refrigerators" (6-30 1)**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

7. **Presentation for discussion, consideration, and action included, but not limited to, the following items In connection with the County owned building and property, fka the Kmart Property**

   A) General Status report by project architect (when necessary) or purchasing department

   NO ACTION taken on this item.

   B) Approval of Request for Payment Application No. 2 in the amount of $102,090.80 from Joe Williamson Construction Co., Inc., awarded contractor for the: "Construction of County Offices at the Property, fka., the K-Mart Building" and as certified for payment by project architect, Rike Ogden Figueroa Allex Architects Inc. C-06-092-0725

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

   C) Other related items.

   NO ACTION taken on this item.

8. **Approval of Addendum to Interlocal Participation Agreement between Hidalgo County (Headstart)and Region One's Child Nutrition Program-South Texas Coop (to include all Hidalgo County Depts., Agencies and Programs).**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

9. **Requesting approval of specifications/requirements and/or scope of services for REP-"Part I:Third Party Administrator (TPA) and Part II:Individual Stop Loss And Aggregate Stop Loss For Self-Funded Medical Plan" (project previously approved to advertise on 09-12-06).**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

COPY

INTERLOCAL PARTICIPATION AGREEMENT

For the

Child Nutrition Program – South Texas Coop

This Interlocal Participation Agreement ("Agreement") is entered into by and between the Child Nutrition Program – South Texas Coop ("CNP-STC") an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function and to realize the various potential economies, including administrative cost savings for Cooperative Members.

WITNESSTH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code (the "Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, and such further amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 1st day of September, 2005.

NOW BE IT RESOLVED, that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed in this agreement, does hereby agree to the following terms, conditions and general provisions.

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement**.. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated September, 2005 and all further amendments as may be made in the future and further agrees to execute and become a Cooperative Member by executing an Additional Party Agreement.
2. **Term.** The initial term of this Agreement shall commence at 12:01 am on the 1st day of September, 2005 and continue until 12:01 am on the 1st day of the same month, 2006, unless sooner terminated as provided herein. **This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renews.**
3. **Termination.**
   a. **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member following the end of the bid cycle period with a thirty (30) day prior written notice to the Cooperative; provided all charges owed to the Cooperative have been fully paid.
   b. **By the Cooperative**. The Cooperative may terminate this Agreement by:
      (1) Giving ten (10) days notice by certified mail to the Cooperative Member, if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
      (2) Giving thirty (30) days notice by certified mail to the Cooperative Member, if the Cooperative Member fails to abide by this Agreement, the Guidelines of the Cooperative Member fails to abide by this Agreement, the Guidelines of the Cooperative, or any procedure of the Cooperative.
   c. **Termination Procedure**. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under the provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.** The Cooperative Member agrees to pay member fee based on a plan developed by the Cooperative. Contributions are payable upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
5. **Cooperative Reporting.** The Cooperative shall provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate**. Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Guidelines**. The Cooperative Member agrees to abide by the Guidelines of the Cooperative, as they may be amended, and any all reasonable policies and procedures established by the Cooperative.
3. **Compensation**. The parties agree that the payments under this Agreement and all related exhibits and documents are amount that fairly compensate the Cooperative for the services or functions performed under the Agreement.
4. **Cooperation and Access**. The Cooperative Member agrees that it will cooperate in compliance with any reasonable request for information and / or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator**. The Cooperative Member agrees to appoint a program coordinator who shall have expressed authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue**. The Cooperative Member hereby warrants that all payments, contributions, fees and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims**. The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention or participate in ad judicial, Administrative or other governmental proceedings or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearance of the Cooperative and / or any past or current Cooperative member in litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and a the expense of the Cooperative as necessary for the prosecution of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance**. The Cooperative shall be governed by the Region One ESB Board of Trustees ("Board") in accordance with the Guidelines.

9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNITERRUPTED OR ERROR FREE.
COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Guidelines, Organizational Interlocal Agreement and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid and delivered to the Operations Coordinator, Region One ESC, 1900 West Schunior, Edinburg, TX 78541.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Hidalgo County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting though their duly authorized representatives, sign this Agreement as of August 23, 2005.

BOARD RESOLUTION

OF

Hidalgo County Head Start Program, AND
(Name of Local Government)

COOPERATIVE MEMBER

WHEREAS, the Hidalgo County Head Start Program, local Government, (hereinafter "Cooperative Member") pursuant to the authority granted by Article 791 et seq of the Interlocal Cooperative Act, as amended, desires to participate in the purchasing program of the Cooperative;

WHEREAS, Hidalgo County Head Start Program, Local government has elected to be a Cooperative Member in the Child Nutrition Program – South Texas Cooperative (hereinafter "Cooperative") a program created by local governments in accordance with and pursuant to the Interlocal Cooperation Act (Act"), Chapter 791, Texas Government Code;

WHEREAS, the Cooperative Member, is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial to the taxpayers of the local government through the efficiencies and potential savings to be realized; and

WHEREAS, the Cooperative Member desires to participate and join with other local governments in a cooperative interlocal agreement ("Agreement") for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, Objectives, programs, functions and services.

NOW, THERFORE, BE IT RESOLVED, that the Cooperative Member does request that the Cooperative include its stated needs for all categories of food service goods and services, including commodity processing services and janitorial and paper products, on the Cooperative's Purchasing Program and award contracts for those items, whereby the Cooperative Members may be allowed to purchase those items from the Cooperative's contracts; and that Cooperative is authorized to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of the Cooperative Members that have elected to participate.

FURTHER, BE IT RESOLVED, that the Board of Trustees of the Cooperative Member does hereby authorize its Board President, Superintendent or other officer to execute the Interlocal Participation Agreement, which the adoption and approval of the Organizational Interlocal Agreement.

FINALLY, BE IT RESOLVED that the execution of this Resolution shall evidence the election of Cooperative Member and eligible local governments to become members of the Cooperative upon the terms and conditions stated. The Board of trustees, had and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, power and authority to the persons named, who are hereby granted the power to exercise the same.

I certify that the foregoing is a true and correct copy of the resolution duly adopted by

Hidalgo County Head Start Program, local government on the

23rd day of August, 2005, and that the same now appears of record in its official minutes.

Adopted and approved this 23rd day of August, 2005.

Hidalgo County Head Start Program, Cooperative Member

By: _____ Date: _____
(It's Representative)

Title County Judge.

Approved by Commissioners' Court
on 8-23-05

ATTEST:

_____ Date: 10-4-05
J.D. Salinas III, County Clerk

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____
Date: _____

TO BE COMPLETED BY THE COOPERATIVE:

CHILD NUTRITION PROGRAM – SOUTH TEXAS COOPERATIVE, as acting on behalf of all other Cooperative Members

By: Dr. Sylvia R. Hatton Date: 9/06/05

Dr. Sylvia Hatton, Executive Director

TO BE COMPLETED BY THE COOPERATIVE MEMBER:

Hidalgo County Head Start Program

(Name of Local Government)

By: Teresa Flores Date: 9-8-05

(Signature of authorized representative of Cooperative Member)

Teresa Flores

(Printed name and title of authorized representative)

Coordinator for the Cooperative Member is: San Juanita Rangel-Child Nutrition Director

Name

P.O. Box 0117

Address

Edinburg

City

TEXAS, 78540-0117

(Zip Code)

(956) 380-4129

Phone

(956) 380-4179

Fax

(956) 383-0706 Ext. 104

Phone

sjrangel@hchsp.org

E-mail Address

APPROVED AS TO FORM:

Head Start Policy Council Attorney
Ricardo Gonzalez
Oxford and Gonzalez
P.O. Box Drawer 630
Edinburg, Texas 78539

Approved as to Form:
Arturo Hallcox
37:

PC Approved: 08-17-2005
CC Approved: 08-23-2005

INTERLOCAL PARTICIPATION AGREEMENT

For the

Child Nutrition Program – South Texas Coop

This Interlocal Participation Agreement ("Agreement") is entered into by and between the Child Nutrition Program – South Texas Coop ("CNP-STC") an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function and to realize the various potential economies, including administrative cost savings for Cooperative Members.

WITNESSTH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code (the "Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, and such further amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 1st day of September, 2005.

NOW BE IT RESOLVED, that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed in this agreement, does hereby agree to the following terms, conditions and general provisions.

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement**.. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated September, 2005 and all further amendments as may be made in the future and further agrees to execute and become a Cooperative Member by executing an Additional Party Agreement.
2. **Term.** The initial term of this Agreement shall commence at 12:01 am on the 1st day of September, 2005 and continue until 12:01 am on the 1st day of the same month, 2006, unless sooner terminated as provided herein. **This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renews.**
3. **Termination.**
   a. **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member following the end of the bid cycle period with a thirty (30) day prior written notice to the Cooperative; provided all charges owed to the Cooperative have been fully paid.
   b. **By the Cooperative**. The Cooperative may terminate this Agreement by:
      (1) Giving ten (10) days notice by certified mail to the Cooperative Member, if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
      (2) Giving thirty (30) days notice by certified mail to the Cooperative Member, if the Cooperative Member fails to abide by this Agreement, the Guidelines of the Cooperative Member fails to abide by this Agreement, the Guidelines of the Cooperative, or any procedure of the Cooperative.
   c. **Termination Procedure**. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under the provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.** The Cooperative Member agrees to pay member fee based on a plan developed by the Cooperative. Contributions are payable upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
5. **Cooperative Reporting.** The Cooperative shall provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.

FINALLY, BE IT RESOLVED that the execution of this Resolution shall evidence the election of Cooperative Member and eligible local governments to become members of the Cooperative upon the terms and conditions stated. The Board of trustees, had and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, power and authority to the persons named, who are hereby granted the power to exercise the same.

I certify that the foregoing is a true and correct copy of the resolution duly adopted by

Hidalgo County Head Start Program, local government on the

23rd day of August, 2005, and that the same now appears of record in its official minutes.

Adopted and approved this 23rd day of August, 2005.

Hidalgo County Head Start Program, Cooperative Member

By: _____ Date: 9-13-05
(It's Representative)

Title County Judge.

Approved by Commissioners' Court
on 8-23-05

ATTEST:

_____ Date: 10-4-05
J.D. Salinas III, County Clerk

TO BE COMPLETED BY THE COOPERATIVE:

CHILD NUTRITION PROGRAM – SOUTH TEXAS COOPERATIVE, as acting on behalf of all other Cooperative Members

By: Sylvia R. Hatton Date: 9/06/05

Dr. Sylvia Hatton, Executive Director

TO BE COMPLETED BY THE COOPERATIVE MEMBER:

Hidalgo County Head Start Program

(Name of Local Government)

By: Teresa Flores Date: 9-8-05

(Signature of authorized representative of Cooperative Member)

~~Ramon Garcia~~ Teresa FLores

(Printed name and title of authorized representative)

Coordinator for the Cooperative Member is: San Juanita Rangel-Child Nutrition Director

Name

P.O. Box 0117

Address

Edinburg

City

TEXAS, 78540-0117

(Zip Code)

(956) 380-4129

Phone

(956) 380-4179

Fax

(956) 383-0706 Ext. 104

Phone

sjrangel@hchsp.org

E-mail Address

APPROVED AS TO FORM:

Head Start Policy Council Attorney
Ricardo Gonzalez
Oxford and Gonzalez
P.O. Box Drawer 630
Edinburg, Texas 78539

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By:
Date: 9-28-05

PC Approved: 08-17- 2005
CC Approved: 08-23-2005

Region I Education Service Center
Property and Liability Fund

AI-40100 **Head Start 16. I.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the Community Development Corporation of Brownsville (CDBG), and Community Resource Group, Inc. (CRG)

BACKGROUND

Policy Council Approval: 08.14.13

Attachments

MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/08/2013 01:28 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Linda Galaviz Started On: 08/07/2013 04:09 PM

Final Approval Date: 08/16/2013

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 14, 2013

SUBJECT: Discussion/ Approval of Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the Community Development Corporation of Brownsville (CDCB), and Community Resource Group, Inc. (CRG)

RATIONALE/NEED: Memorandum of Understanding (MOU) is to improve the level of financial literacy of families by providing financial education and building upon the financial management skills of these families.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandum of Understanding

****

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director E.G.

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

A Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Community Development Corporation of Brownsville, And

Community Resource Group, Inc.

The parties hereby bind themselves to undertake a Memorandum of Understanding (MOU) under the following terms and conditions:

I. PARTIES TO THE AGREEMENT

This Memorandum of Understanding is made by and between:

a. Community Development Corporation of Brownsville (CDCB);
b. Community Resource Group (CRG); and,
c. Hidalgo County Head Start Program (HCHSP)

II. PURPOSE OF AGREEMENT

This MOU is intended to improve the level of financial literacy of families who utilize HCHSP's services. HCHSP, CDCB, and CRG will achieve this by providing financial education and building upon the financial management skills of these families.

III. GOALS AND OBJECTIVE

CDCB and CRG agree to facilitate and/or coordinate the provision of financial education to the staff of the HCHSP Centers in the service area. The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

a. CRG and CDCB agree to facilitate and/or coordinate financial education training opportunities to staff identified by HCHSP management.
b. HCHSP agrees to coordinate training attendance by identified staff.
c. HCHSP further agrees to incorporate the knowledge acquired by staff into the Family Engagement Outcomes
d. HCHSP further agrees to have the staff and parents who participate in the financial education training either during training sessions or as part of the Family Engagement Outcomes to complete a pre- and post-assessment of knowledge and to fully share all information obtained through this process with CDCB and CRG. The data collected through this process will be utilized to determine the effectiveness of the training in transferring financial education information. Completion of the assessment tool will be a confidential process wherein the individual completing the form will not be identified by name (each participant may be assigned another form of identification).

IV. OBLIGATIONS OF THE PARTIES

a. CDCB and CRG shall perform the following obligations:
    i. Provide a trainer.
    ii. Provide the assessment tool document in English and Spanish to be used by participants.
    iii. Continue to be available for further technical assistance for the period of this agreement.
b. HCHSP shall perform the following obligations:
    i. Coordinate attendance of identified staff in the training scheduled and any subsequent training agreed upon by the parties.

ii. Facilitate the distribution and completion of a pre-and post-assessment document to training event attendees as well as parents who are provided financial education information as part of HCHSP Family Engagement Outcomes curriculum.
iii. Provide a unique identification number for each participant.
iv. Provide information from assessment processes to CDCB and CRG.

V. **CONFIDENTIALITY**

Subject to sub-clause below, each party shall be treated with strict confidentiality in regards to all information received or obtained as a result of entering into or performing this Memorandum of Agreement.

a. Each party may disclose information which would otherwise be confidential if and to the extent:
   i. Required by the law of any relevant jurisdiction;
   ii. The information has come into the public domain through no fault of that party; or
   iii. The other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after with and notice to the other party.

VI. **RELATION OF THE PARTIES**

The nature of relationship between CDCB, CRG and HCHSP is that of independent contractors.

VII. **CONSIDERATION**

This Agreement is being made in consideration of the following: Community Development Brownsville, Community Resources Group, Inc., and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

VIII. **RESPRESENTATION AND WARRANTIES**

Each party to this Memorandum of Understanding represents and warrants to the other party that he/she/it:

a. Have the full power, authority, and legal right to execute and perform this MOU.
b. Has taken all necessary legal and corporate action to authorize the execution and performance of this MOU.
c. This MOU constitutes the legal, valid, and binding obligations of each party in accordance with its terms, and
d. Shall act in good faith to give effort to the intent of this MOU and to take such other actions as may be necessary or convenient to consummate the purpose and subject matter of this MOU.

IX. **TERMINATION**

This MOU may be terminated by either party upon receipt of a 30 day written notice, operation of law, or upon the end of the term of this agreement.

X. **GOVERNING LAW**

This MOU shall be governed by and construed in accordance with law of Texas.

XI. **REVIEW OF MEMORANDUM OF UNDERSTANDING**

The MOU will be jointly reviewed by all parties annually and more frequently if laws and regulations are amended that will significantly impact this agreement, or when a party requests a formal change, including extension of time period.

XII. **TERM OF MEMORANDUM OF UNDERSTANDING**

The term of this MOU shall be from the date executed by HCHSP, and will expire on August 31, 2014, unless terminated in accordance with the terms stated elsewhere in this Agreement. This

agreement will be reviewed annually and updated as needed to address services. This agreement will become effective upon the signatures of the approving officials of the respective agencies. This agreement may only be amended by mutual consent of all parties involved. Any amendment to this agreement must be done in writing and must be signed by all parties after which the amendment shall be incorporated into the agreement. The MOU will become effective immediately on the last date signed and dated by all parties. By signing the agreement each agency agrees to the terms.

XIII. SIGNATURES

Nick Bennett-Mitchell, Executive Director
Community Development Corporation of Brownsville

Date

Honorable Ramon Garcia
Hidalgo County Judge

Date

John Squires, CEO
Community Resources Group, Inc.

Date

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form

By:_____
Stephen Crain, Attorney
Atlas, Hall & Rodriguez, LLP

Approved As To Form

By:_____
Ricardo González, Attorney
Oxford & González, P.C.

AI-40181 **Precinct #2 17. A.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Approval to rescind action taken on 07/09/12 (AI#39454, Item #3) that approved the Interlocal agreement between the Texas Dept. of Transportation and the County of Hidalgo for the Dicker Road Project.

2. Approval of advanced funding agreement (AFA) between TXDOT and County of Hidalgo for CSJ#0921-02-312, Dicker Road from SP 115 to FM 2061.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-122-062-0-731

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

BUDGETARY IMPACT:

Available balance as of 08/13/13

Attachments

AFA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/13/2013 04:26 PM
Glinda Pacheco	Glinda Pacheco	08/16/2013 02:20 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Angela Garcia Started On: 08/13/2013 03:32 PM

Final Approval Date: 08/16/2013

CSJ # **0921-02-312**
District # **21- Pharr District**
Code Chart 64 # **50109**
Project: **Dicker Road from SP 115 to FM 2061**

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT PROJECTS WITH NO REQUIRED MATCH

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the **County of Hidalgo**, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number **113552** authorizes the State to undertake and complete a highway improvement generally described as **widening of Dicker Road to 4 lane divided urban**; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **review of an environmental review document or Categorical exclusion (CE)/Blanket categorical exclusion (BCE)/or Programmatic categorical exclusion (PCE) documentation for the widening of Dicker Road from Spur 115 to FM 2061**, called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

1. **Time Period Covered**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided for by this agreement.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local

Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

A. In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within thirty (30) days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accordance with Article 11 – Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

B. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

11. Termination

A. This agreement may be terminated in the following manner:
1. By mutual written agreement and consent of both parties;
2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
3. By the State if it determines that the performance of the Project is not in the best interest of the State.

B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	**State:**
County Judge	Director of Contract Services Office
County of Hidalgo	Texas Department of Transportation
PO Box 1356	125 E. 11th Street
Edinburg, Texas 78740	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

15. Amendments
By mutual written consent of the parties, this agreement may be amended prior to its expiration.

16. State Auditor
The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance
If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately and the State may recover damages and all costs of completing the work.

18. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
District Engineer

_____
Date

CSJ # **0921-02-312**
District # **21- Pharr District**
Code Chart 64 # **50109**
Project: **Dicker Road from SP 115 to FM 2061**

ATTACHMENT A
PAYMENT PROVISION AND WORK RESPONSIBILITIES

A. Scope of Work
The Local Government is to prepare, and the State to review, an environmental review document or CE/BCE/PCE documentation for the widening of Dicker Road from Spur 115 to FM 2061.

B. Payment Provision
The Local Government will pay a fee to the State to cover the cost to review the environmental review document or CE/BCE/PCE documentation for the widening of Dicker Road. The State has estimated the Project cost to be as follows:

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by LG)	$ 81,000	0%	$ 0	0%	$ 0	100%	$ 81,000
Environmental Direct State Costs	$ 1,300	0%	$ 0	0%	$ 0	100%	$ 1,300
Indirect State Costs	$ 5,888	0%	$ 0	100%	$ 5,888	0%	$ 0
TOTAL	**$ 88,188**		**$ 0**		**$ 5,888**		**$ 82,300**

Estimated payment by the Local Government to the State: $1,300.00
This is an estimate. The Local Government is 100% responsible for cost overruns.

C. Work Responsibilities

1. **Environmental Assessment and Mitigation**
   Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.
   - **A.** The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
   - **B.** The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
   - **C.** The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
   - **D.** The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
   - **E.** Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

2. The State shall provide the following:

Cost estimates for optional fee to the Local Government upon request.

AI-40193 **Precinct #4 18. A.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Comm. J. Palacios **Submitted By:** Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4 Waste Water Ph II (1200):

1. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Waste Water Ph II Reimbursements (J-02 and Effluent Line).

2. Approval of 2013 appropriation of funds for Pct. #4 (Program # 007) in the amount of $92, 131.88.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Approval of 2013 appropriation of funds in the amount of $92,131.88 for Pct. #4 Waste Water Ph II Reimbursements.

Revenue account #: 3-1200-360-00-124-000-0-000

Waste Water Treatmnt Plant Ph II J-02 $19,677.82
Waste Water Treatmnt Plant Ph II J-02 $33,519.06
Waste Water Treatmnt Effluent Line $38,935.00

Attachments

BA

Memo

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	08/16/2013 11:13 AM
Manuel Chapa	Manuel Chapa	08/16/2013 03:23 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Veronica Lopez Started On: 08/14/2013 08:32 AM

Final Approval Date: 08/16/2013

DATE: August 15, 2013

DEPARTMENT HEAD: Comm. J. Palacios

DEPARTMENT NAME: Pct. 4 Rd. Maint.

ACCOUNT NUMBER: 3-1200-431-00-124-007-0-XXX

Contact Person: Veronica Lopez Ph#: (956) 383-3112 ext. 4019

2013
Appropriation

AI- 40193

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
3-1200-431-00-124-007-0- 339	Pct4 Rd. Maint-	Other Prof Srv	$1,035.20
3-1200-431-00-124-007-0- 432	Pct4 Rd. Maint-	Equip & Veh R&M Srv	$13,000.00
3-1200-431-00-124-007-0- 441	Pct4 Rd. Maint-	Land & Bldg Rentals	$200.00
3-1200-431-00-124-007-0- 442	Pct4 Rd. Maint-	Equip & Veh Rentals	$2,500.00
3-1200-431-00-124-007-0- 540	Pct4 Rd. Maint-	Advertising	$600.00
3-1200-431-00-124-007-0- 607	Pct4 Rd. Maint-	Hsehld & Janitorial Suppl	$1,000.00
3-1200-431-00-124-007-0- 672	Pct4 Rd. Maint-	Equip & Veh R&M Supplies	$42,210.00
3-1200-431-00-124-007-0- 679	Pct4 Rd. Maint-	Other R&M Supplies	$8,000.00
3-1200-431-00-124-007-0- 711	Pct4 Rd. Maint-	ROW	$15,000.00
3-1200-431-00-124-007-0- 739	Pct4 Rd. Maint-	Other Structures	$3,000.00
3-1200-431-00-124-007-0- 748	Pct4 Rd. Maint-	Other Equipment	$5,586.68
3-1200-360-00-124-000-0-000	R&B Pct. 4- Miscellaneous Revenue		$92,131.88
		TOTAL BUDGET INCREASE (DECREASE)	**$92,131.88**

REASON: Appropriation of funds from Waste Water Treatmnt Plant PH II J-02 and Effluent Line into several Rd. Maint. Object codes.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
texas

Hidalgo County
Dept. of Budget & Management
2818 S. Bus. Hwy. 281
Edinburg, TX 78539
Phone:(956)292-7025
Fax:(956)292-7035



MEMORANDUM

To: **Raymundo Eufracio, CPA, County Auditor**

From: **Sergio Cruz, Budget Officer**

Date: **Tuesday, August 14, 2013**

Subject: **Certification of Revenues**

Cc: **Linda Fong, 1st Assistant County Auditor**
Marcos Lopez, Chief Administrator Precinct No.4

Please let this memo serve as request of certification of revenues for services provided by Precinct No.4 to Drainage District No.1 as per ICA (AI-28760 09/27/11). Revenues have been received in the amount of $92,131.88 and are recorded in account(s):

3-1200-360-00-124-000-0-000 $92,131.88

These revenues will be appropriated in the next Commissioner's Court meeting following the Certification of Revenues.

Thank you for your attention on this matter. If you have any questions, please do not hesitate to contact me at (956) 292-7025 ext.5424

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 167116

Received From: DD#1 TO PCT 4 WASTE WATER PH II REIMB. Date 08/01/13

1	000015131	WASTE WATER TREATMNT PLANT PH II J-02	3-1200-360-00-124-000-0-000	19,677.82
2	000015131	WASTE WATER TREATMNT PLANT PH II J-02	3-1200-360-00-124-000-0-000	33,519.06
3	000015131	WASTE WATER TREATMNT EFFLUENT LINE	3-1200-360-00-124-000-0-000	38,935.00

Total: **92,131.88**

Check Total	92,131.88
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-28760 **6.**

DRAINAGE DISTRICT

Meeting Date: 09/27/2011

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of Interlocal Cooperation Agreement between Hidalgo County (Pct. 4) and Hidalgo County Drainage District No. 1 to cooperate in the improvements of City of Edinburg's Wastewater Treatment Plant Effluent Line and the upgrading of several crossings.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCOUNT #:

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

BUDGETARY IMPACT:

Precinct #4 will provide labor & equipment.

Attachments

Wastewater Treatment Plant

Wastewater Treatment Plant

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/22/2011 08:37 AM
Perla Lopez	Perla Lopez	09/22/2011 09:21 AM
Final Approval	Angela Garcia	09/22/2011 02:23 PM

Form Started By: Claudette Guerrero Started On: 09/21/2011 04:14 PM

Final Approval Date: 09/22/2011

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

This Agreement is made on this 27 day of Sept., 2011, by and between the Hidalgo County, Texas acting by and through Hidalgo County Precinct 4 hereinafter referred to as "County" and the Hidalgo County Drainage District No. 1 hereinafter referred to as "District" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City of Edinburg is engaging in a project referred to as the WASTEWATER TREATMENT PLANT EFFULENT LINE, which consists of re-routing the effluent line from the north side of Edinburg's Wastewater Treatment Plant located on North M Road, Edinburg, Texas to the District's Monte Cristo ditch at 17½ North Road (the "Line") and upgrading crossings on Rogers Road, field crossing, Cesar Chavez Road, Alamo Road, Terry Road and Tower Road (the "Crossings") the Line and the Crossings sometimes referred to as the Project.

WHEREAS, District has entered that certain Interlocal Agreement with City of Edinburg dated August 2nd, 2011 to provide the City of Edinburg all costs and expenses for engineering, surveying, acquisition of easements and construction of the Line;

WHEREAS, County has agreed to cooperate in the improvements by providing to District at County's cost the equipment and labor necessary to District for construction of the Project; and

WHEREAS, County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to provide District for the construction of the Project the equipment and manpower at the current hourly rates for individuals required to complete the work for the construction of the Project. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate for its equipment and the current rate of its employees. Any request for use by District of County equipment

and labor shall be subject to the approval of Commissioner of Precinct 4 determining that such equipment and labor are not retained by the Commissioner for the times requested by the District.

2. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate of its employees and District agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County.

3. County agrees to provide manpower and equipment necessary to complete construction of the Project more particularly illustrated in Exhibit B as per District's engineer's details and specifications, and shall complete the Project within six (6) months after receiving a notice to proceed from District.

4. District agrees to reimburse County all costs and expenses incurred related to the Project within thirty (30) days of receipt of invoices from County by District.

5. The parties agree that any additional costs associated or incurred with the Work shall be the responsibility of the District in its entirety.

6. Upon a change in price for manpower for County employees, or equipment, the County shall notify the District within ten (10) working days.

7. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

8. **Hold Harmless Clause.** The parties agree to the extent allowed by law to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.

9. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.

10. **No Waiver**. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

12. **Texas Law to Apply.** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

13. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Pct. #4 Commissioner Joseph Palacios 1501 N. Doolittle Rd. Edinburg, Texas 78542
If to District:	Hidalgo County Drainage District No. 1 Attention: Godfrey Garza, Jr. 902 N. Doolittle Road Edinburg, Texas 78539

Each notice demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

15. **Additional Documents**. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

17. **Assignment**. This Agreement shall not be assignable.

18. **Headings**. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

19. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

20. **Authority to Execute**. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

21. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided

22. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

23. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

24. The approval of this Interlocal Cooperation Agreement by County in accordance with Texas Government Code 791.014 is evidenced by the exhibit attached hereto as Exhibit "A".

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

[SIGNATURE PAGE TO FOLLOW]

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Godfrey Garza, Manager

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BOARD OF DIRECTORS ON: 9/27/11 gm

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

STATE OF TEXAS §

COUNTY OF HIDALGO §

EXHIBIT "A"

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Precinct 4, has been advised of a proposed project to provide Hidalgo County Drainage District No. 1 at County's cost the equipment necessary and labor to District for construction of the Line (collectively the "Project"); through an Interlocal Cooperation Agreement to be entered into with the Hidalgo County and Hidalgo County Drainage District No. 1.

By vote on _____, 2011, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 9/21/11

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

AI-40250 **Budget and Management 19. A.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval of hiring freeze through the remainder of fiscal year 2013 .

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	08/16/2013 11:21 AM
Glinda Pacheco	Glinda Pacheco	08/16/2013 04:02 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Veronica Ortiz Started On: 08/16/2013 09:46 AM

Final Approval Date: 08/16/2013

AI-40158 **Budget and Management 19. B.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Sergio Cruz **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Consideration and approval of Imposition of Optional Fees for Calendar Year 2014 (option A:-retain the same fees as 2013) in accordance with Transportation Code Section 502.401, Section 502.402, and Section 502.403.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

MV Optional Mobility Fee for Year 2014

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	08/14/2013 03:27 PM
Budget & Management	Obdett Calzada	08/15/2013 08:58 AM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Ivan Cantu Started On: 08/12/2013 02:02 PM

Final Approval Date: 08/16/2013

Texas Department of Motor Vehicles

Imposition of Optional Fees
Calendar Year 2014

INSTRUCTIONS: Complete and return this form (including court orders, if required) to the TxDMV via email, *DMV_OptionalCountyFeeUpdates@TxDMV.gov*, or fax (512) 467-5909.

Please submit as soon as possible, but no later than **Friday, August 16, 2013**.

County Name: Hidalgo County

SELECT ONLY ONE OPTION BELOW:

☑ **OPTION A – No change. This county will charge the same fees in 2014.** STOP
Submit this form to TxDMV. A copy of the commissioners court order is NOT required.

-OR-

☐ **OPTION B – The commissioners court has approved fee changes for 2014.**
Complete the following chart. Enter amounts for each fee, even those that did not change. Enter zero (0) where applicable.

Calendar Year 2014 fees to be collected by your county:

Road and Bridge Fee (if any):	$ _____
Child Safety Fee (if any):	$ _____
Total Fees for 2014:	$ _____

NOTE: For Option B, submit this form and a photocopy of the commissioners court order.

Thank you, we appreciate your participation!

2013 County Road and Bridge Fees/Child Safety Fund Fee by County

County	Road & Bridge Fee	Child Safety Fee
ANDERSON	$10.00	
ANDREWS	$7.00	
ANGELINA	$10.00	
ARANSAS	$10.00	
ARCHER	$10.00	
ARMSTRONG	$10.00	
ATASCOSA	$10.00	
AUSTIN	$10.00	
BAILEY	$10.00	
BANDERA	$10.00	
BASTROP	$10.00	
BAYLOR	$10.00	
BEE	$10.00	
BELL	$10.00	$1.50
BEXAR	$10.00	$1.50
BLANCO	$10.00	$1.50
BORDEN	$0.00	
BOSQUE	$10.00	
BOWIE	$10.00	
BRAZORIA	$10.00	
BRAZOS	$10.00	$1.50
BREWSTER	$10.00	
BRISCOE	$10.00	
BROOKS	$10.00	$1.50
BROWN	$10.00	
BURLESON	$10.00	
BURNET	$10.00	
CALDWELL	$10.00	
CALHOUN	$10.00	
CALLAHAN	$10.00	
CAMERON*	$20.00	
CAMP	$10.00	$0.50
CARSON	$10.00	
CASS	$10.00	
CASTRO	$10.00	
CHAMBERS	$10.00	$1.00
CHEROKEE	$10.00	
CHILDRESS	$10.00	
CLAY	$10.00	
COCHRAN	$10.00	
COKE	$10.00	
COLEMAN	$10.00	
COLLIN	$10.00	$1.50
COLLINGSWORTH	$10.00	
COLORADO	$10.00	
COMAL	$10.00	$1.50
COMANCHE	$10.00	
CONCHO	$10.00	
COOKE	$10.00	
CORYELL	$10.00	
COTTLE	$10.00	
CRANE	$0.00	
CROCKETT	$5.00	
CROSBY	$10.00	
CULBERSON	$0.00	
DALLAM	$10.00	
DALLAS	$10.00	
DAWSON	$10.00	
DEAF SMITH	$10.00	
DELTA	$10.00	
DENTON	$10.00	$1.50
DEWITT	$10.00	
DICKENS	$10.00	

County	Road & Bridge Fee	Child Safety Fee
DIMMIT	$10.00	$1.50
DONLEY	$10.00	
DUVAL	$10.00	
EASTLAND	$10.00	
ECTOR	$10.00	
EDWARDS	$10.00	$1.50
ELLIS	$10.00	
EL PASO	$10.00	
ERATH	$10.00	
FALLS	$10.00	
FANNIN	$10.00	
FAYETTE	$10.00	
FISHER	$10.00	
FLOYD	$10.00	
FOARD	$10.00	
FORT BEND	$10.00	$1.50
FRANKLIN	$10.00	
FREESTONE	$10.00	
FRIO	$10.00	$1.50
GAINES	$0.00	
GALVESTON	$10.00	
GARZA	$10.00	
GILLESPIE	$10.00	$1.50
GLASSCOCK	$10.00	
GOLIAD	$10.00	
GONZALES	$10.00	
GRAY	$10.00	
GRAYSON	$10.00	
GREGG	$9.00	
GRIMES	$10.00	
GUADALUPE	$10.00	$1.50
HALE	$10.00	
HALL	$10.00	
HAMILTON	$10.00	
HANSFORD	$10.00	
HARDEMAN	$10.00	
HARDIN	$10.00	
HARRIS	$10.00	$1.50
HARRISON	$10.00	
HARTLEY	$10.00	
HASKELL	$10.00	
HAYS	$10.00	
HEMPHILL	$5.00	
HENDERSON	$10.00	
HIDALGO*	$20.00	
HILL	$10.00	
HOCKLEY	$10.00	
HOOD	$10.00	
HOPKINS	$10.00	
HOUSTON	$10.00	
HOWARD	$10.00	
HUDSPETH	$10.00	
HUNT	$10.00	$1.00
HUTCHINSON	$10.00	
IRION	$10.00	
JACK	$10.00	
JACKSON	$10.00	
JASPER	$10.00	
JEFF DAVIS	$10.00	$1.50
JEFFERSON	$10.00	
JIM HOGG	$10.00	$1.50
JIM WELLS	$10.00	$1.50
JOHNSON	$10.00	$1.50
JONES	$10.00	

County	Road & Bridge Fee	Child Safety Fee
KARNES	$10.00	
KAUFMAN	$10.00	$1.50
KENDALL	$10.00	$1.00
KENEDY	$0.00	
KENT	$0.00	
KERR	$10.00	
KIMBLE	$10.00	
KING	$0.00	
KINNEY	$10.00	
KLEBERG	$10.00	
KNOX	$10.00	
LAMAR	$10.00	
LAMB	$10.00	
LAMPASAS	$10.00	$1.50
LA SALLE	$10.00	
LAVACA	$10.00	
LEE	$10.00	
LEON	$10.00	
LIBERTY	$10.00	
LIMESTONE	$10.00	
LIPSCOMB	$10.00	
LIVE OAK	$10.00	
LLANO	$10.00	$0.75
LOVING	$0.00	
LUBBOCK	$10.00	
LYNN	$10.00	
MADISON	$10.00	
MARION	$10.00	
MARTIN	$10.00	
MASON	$10.00	
MATAGORDA	$10.00	
MAVERICK	$10.00	$1.50
MCCULLOCH	$10.00	$1.50
MCLENNAN	$10.00	
MCMULLEN	$0.00	
MEDINA	$10.00	
MENARD	$10.00	$1.50
MIDLAND	$10.00	
MILAM	$10.00	
MILLS	$10.00	
MITCHELL	$10.00	
MONTAGUE	$10.00	
MONTGOMERY	$10.00	
MOORE	$10.00	
MORRIS	$10.00	
MOTLEY	$10.00	
NACOGDOCHES	$10.00	
NAVARRO	$10.00	
NEWTON	$10.00	
NOLAN	$10.00	
NUECES	$10.00	
OCHILTREE	$10.00	
OLDHAM	$10.00	
ORANGE	$10.00	
PALO PINTO	$10.00	
PANOLA	$0.00	
PARKER	$10.00	
PARMER	$10.00	
PECOS	$10.00	
POLK	$10.00	$1.50
POTTER	$10.00	
PRESIDIO	$10.00	
RAINS	$10.00	$1.50
RANDALL	$10.00	

County	Road & Bridge Fee	Child Safety Fee
REAGAN	$10.00	
REAL	$10.00	
RED RIVER	$10.00	
REEVES	$10.00	
REFUGIO	$10.00	
ROBERTS	$5.00	
ROBERTSON	$10.00	$1.50
ROCKWALL	$10.00	
RUNNELS	$10.00	
RUSK	$10.00	
SABINE	$10.00	$1.00
SAN AUGUSTINE	$10.00	$1.50
SAN JACINTO	$10.00	$1.50
SAN PATRICIO	$10.00	$1.50
SAN SABA	$10.00	
SCHLEICHER	$10.00	
SCURRY	$10.00	
SHACKELFORD	$10.00	
SHELBY	$10.00	$1.50
SHERMAN	$10.00	
SMITH	$10.00	$1.50
SOMERVELL	$5.00	
STARR	$10.00	
STEPHENS	$10.00	
STERLING	$0.00	
STONEWALL	$10.00	
SUTTON	$10.00	
SWISHER	$10.00	
TARRANT	$10.00	
TAYLOR	$10.00	
TERRELL	$5.00	
TERRY	$10.00	
THROCKMORTON	$10.00	
TITUS	$10.00	
TOM GREEN	$10.00	$1.50
TRAVIS	$10.00	$1.50
TRINITY	$10.00	$1.50
TYLER	$10.00	$1.00
UPSHUR	$10.00	
UPTON	$5.00	
UVALDE	$10.00	
VAL VERDE	$10.00	
VAN ZANDT	$10.00	$1.50
VICTORIA	$10.00	
WALKER	$10.00	
WALLER	$10.00	
WARD	$0.00	
WASHINGTON	$10.00	
WEBB	$10.00	
WHARTON	$10.00	
WHEELER	$5.00	
WICHITA	$10.00	
WILBARGER	$10.00	
WILLACY	$10.00	
WILLIAMSON	$10.00	$1.50
WILSON	$10.00	
WINKLER	$7.50	
WISE	$10.00	
WOOD	$10.00	
YOAKUM	$10.00	
YOUNG	$10.00	
ZAPATA	$10.00	$1.50
ZAVALA	$10.00	$1.50

* NOTE: Cameron and Hidalgo Counties impose an additional $10 Transportation Project Mobility Fee (Sec. 502.402).

6/19/2013 4:20 PM

Texas Department *of* Motor Vehicles
HELPING TEXANS GO. HELPING TEXAS GROW.

July 3, 2013

The Honorable County Judge

Re: Imposition of Optional Fees

Your Honor:

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles each year regarding the collection of optional fees. Chapter 502 of the Transportation Code gives counties the authority to impose optional local fees in addition to the registration fee. The following is a brief description of these local fees collected when a vehicle is registered in the county:

County Road and Bridge Fee (Section 502.401):

- optional additional fee, not to exceed $10;
- funds used for county roads and bridges.

Child Safety Fee (Section 502.403):

- optional additional fee, not less than 50 cents or more than $1.50;
- funds school crossing guard services;
- remaining funds used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention and drug and alcohol abuse prevention.

Review the attached chart, "2013 County Road and Bridge Fees/Child Safety Fee by County," then complete the attached "Imposition of Optional Fees" form. If your county will keep the same optional fees for calendar year 2014, complete OPTION A. If your county will change any optional fees for calendar year 2014, complete OPTION B. Return the form with a scanned electronic copy of the Commissioners Court Order.

Deadline: Please reply by e-mail on or before **Friday, August 16, 2013,** to: DMV_OptionalCountyFeeUpdates@TxDMV.gov, or fax to (512) 467-5909.

Contact Anita Orr, VTR Registration Services, at (512) 302-2077 if you have questions. Thank you for your timely response.

Sincerely,

Randy Elliston

Randy Elliston, Director
Vehicle Titles and Registration Division

cc: County Tax Assessor-Collectors

AI-40260 **Budget and Management 19. C.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Subsidiary Interlocal Agreement between the County of Hidalgo and Hidalgo County Drainage District No. 1, authorizing the sale, assignment and transfer of contract between Hidalgo County and S & B Infrastructure Inc. providing studies, data, calculations, designs, plans and specifications for the drainage project popularly called the "Raymondville Drain".

BACKGROUND

As per legal counsel final interlocal contract will be fowarded on Monday 08/19/2013.

Attachments

backup

Raymondville Drain Interlocal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	08/16/2013 02:34 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Monica Badillo Started On: 08/16/2013

Final Approval Date: 08/16/2013

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **COMMISSIONER'S COURT**, hereinafter called the "**Owner**", and **S&B INFRASTRUCTURE, LTD.**, professional engineers of McAllen, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **20th day of April 2010** (the "**Agreement**") concerning Phase II of the Hidalgo County Master Drainage System, which is comprised of ***the design and expansion of the Raymondville Drain Outfall System*** (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 3.1 of the **Period of Service**, establishes the termination date of the Contract to be December 31, 2011; and,

WHEREAS, it has become necessary to amend the contract to extend the termination date.

AGREEMENT

NOW THEREFORE, in consideration of the mutual agreement by the parties hereto in amending the Agreement and other good and valuable consideration, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. **Article 3.1** of the **Termination Date**, is revised such that this Agreement shall terminate at the close of business on **December 31, 2013** (hereinafter referred to as the "Termination Date").

II. All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the **22nd** day of **November 2011.**

ENGINEER:
S&B INFRASTRUCTURE, LTD.

BY: _____
Daniel O. Rios, PE, Senior Vice-President

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 11/22/11

ATTEST:

BY: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED AS TO FORM:
Atlas & Hall, LLP

Atlas & Hall, LLP
By: Stephen L. Cran

S&B INFRASTRUCTURE, LTD.
Engineering ✪ Management ✪ Technology

Project Memorandum

HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
Design and Expansion of the Raymondville Drain
Contract No. C-10-164-04-20

HCDD#1

S&BI Project No. U1445

16 November 2011

TO: **Hidalgo County Drainage District No. 1**
Attn: Minerva Luna, Accountant
902 N. Doolittle
Edinburg, Texas 78539
(956) 292-7000 x-4862 fax (956) 318-2629

FROM: ***Sharlotte L. Teague, PE***
Senior Project Manager
S&B Infrastructure, Ltd. - McAllen

SUBJECT: **Supplemental Agreement No. 1**

Minnie - Attached are two originals as requested.

As always, if you have any questions, please do not hesitate to contact us at anytime.

attachments: as listed above

cc: project files (U1445)

5408 North 10th Street • McAllen, Texas 78504-2711
(956) 926-5000 • Fax (956) 994-0427

HIDALGO COUNTY
NOV 16 2011
DRAINAGE DISTRICT #1

APPROVED

AI-29700 **41. A. 0.**
CC REGULAR
Meeting Date: 11/22/2011
Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Supplemental No. 1 Agreement extension request of an additional twenty-four (24) months to Contract #C-10-164-04-20-PO#64215 pursuant and as allowed under Article 8 of the contract with S&B Infrastructure, LTD, Professional Engineer to the "Design and expansion of the Raymondville Outfall System" Project-County Wide, thus bringing the ending date of the contract to December 31, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1341-431-50-115-078-0-733
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Supplemental Agreement No. 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/16/2011 09:11 AM
Budget & Management	Merlen P. Munoz	11/16/2011 09:22 AM
Purchasing Department	Darlene Betancourt	11/16/2011 09:11 AM
Budget & Management	Merlen P. Munoz	11/16/2011 09:22 AM
Rosalinda Cantu		
Auditor's Office		

Form Started By: Vangie Garcia Started On: 11/15/2011 05:03 PM

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, November 21, 2011 10:10 AM
To: 'Evangelina Garcia'
Subject: FW: AI-29700

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, November 21, 2011 9:53 AM
To: 'Martha Salazar'
Subject: RE: AI-29700

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, November 21, 2011 9:09 AM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: AI-29700
Importance: High

Mr. Crain:
Please review and comment as to form. Item on tomorrow's CC agenda.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, November 21, 2011 9:04 AM
To: 'Martha Salazar'
Subject: RE: AI-29700

Marty,
Please forward to legal to review as to form the above attached one page supplemental agreement inasmuch as this item is on for tomorrow's court. The form is to request an extension of additional time since this contract is due to expire on December 31, 2011 and S&B is requesting an additional twenty-four months so as to complete the work.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, November 18, 2011 5:20 PM
To: 'Evangelina Garcia'
Cc: 'Arcy Duran'; linda.fong@auditor.co.hidalgo.tx.us; darlene.betancourt@co.hidalgo.tx.us; 'Nielda Cavazos'

6. **AI-20880 Request by vendor for acceptance and approval to delete submitted "Exhibit D3(a)-Cost Proposal-pages 1-7" of contract (approved by Commissioners Court on 04/20/2010) between S&B Infrastructure and Hidalgo County and replace with attached "Exhibit D3(a)(b)(c)-Cost Proposal-pages 1-7" (inasmuch a original documents were in the incorrect format) in connection with the Professional Engineering Services Agreement for the "Raymondville Drain Project-County Wide".**

   On motion of Commissioner Cuellar, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

7. **AI-20914 a. Recommending action for Hidalgo County to exercise its option to terminate (under paragraph 14 Termination of Agreement) as stated in the current awarded agreement with Geneva Worldwide, Inc. contracted for, "Sign Language Interpreting for Courtroom Interpreting ," by providing a written notice of termination;**

   On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

   b. Requesting authority to advertise for: "Sign Language Interpreting for Courtroom Interpreting."

   On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

B. Pct. 2

1. **AI-20858 Recommending to award multiple bids (primary and secondary vendor basis per Precinct lines)and approval of contracts for: "Hidalgo County - "Flexible Base Material (Crushed Caliche) for Hidalgo County Precincts, Programs and/or Agencies " Bid No. 2010-088-04-07-ERT.**

   On motion of Commissioner Cuellar, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval for County Wide.

2. **AI-20910 Authority to advertise a request for sealed procurement for Hidalgo County Precinct No. 2 -"Alamo Road Crossing Drainage Improvements" in connection with the Cesar Chavez Drainage Ditch System Project with plans and specifications developed and drafted by Hidalgo County through the Planning Department.**

   On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

3. **AI-20386 Recommending award of bid and approval of contract to lowest bidder meeting all specifications/requirements attached hereto for Commissioner Precinct 2-"Geo Grid Reinforcement Material"RFB No.: 2010-035-02-24-SGS.**

   On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote to approve Harris & Sons for Type I and Type II.

C. Pct. 3

1. **AI-20912 Acceptance and approval of Work Authorization No. 9 (with an estimated cost of $27,422.75) as submitted by project engineer, Javier Hinojosa Engineering for engineering services**

APPROVED

AI-20880 **44.A.6.**

Professional Engineering Services-S&B Infrastructure, Ltd.

CC REGULAR

Date: 04/27/2010
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Request by vendor for acceptance and approval to delete submitted "Exhibit D3(a)-Cost Proposal-pages 1-7" of contract (approved by Commissioners Court on 04/20/2010) between S&B Infrastructure and Hidalgo County and replace with attached "Exhibit D3(a)(b)(c)-Cost Proposal-pages 1-7" (inasmuch a original documents were in the incorrect format) in connection with the Professional Engineering Services Agreement for the "Raymondville Drain Project-County Wide".

BACKGROUND

Incorrect format were workpapers and not correctly formatted Exhibits
No change in amount

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1341-431-50-115-078-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding will be appropriated from C.O.'s series 2009 BC upon contract award date.

Attachments

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	04/20/2010 04:15 PM	CREATED
1	Purchasing Department	Marty Salazar	04/22/2010 03:08 PM	APRV
2	Budget & Management	Erika Zamora	04/22/2010 03:37 PM	APRV
3	Rosalinda Cantu			PEND
4	Auditor's Office			

Form Started By: Vangie Garcia Started On: 04/20/2010 04:15 PM

1. **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
3. **Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**

   a) Renovations of administration building

   b) Other ongoing county owned building construction, renovation repair projects

   c) Emergency situations occurring since last agenda meeting

   NO ACTION taken on items 21.A.1-3.a, b, & c.
4. **AI-20801 Recommending award of bid to sole bidder (Veltex Insulation Co.) meeting all specifications for: Hidalgo County -Doors and Frames for Old Administration Building 3rd Floor Renovations" as reviewed by Facilities Management Department-RFB No.: 2010-020A-03-10-MSS.**

   On motion of Commissioner Garza, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.
5. **AI-20769 Acceptance and approval of final contract document with "S&B Infrastructure, Ltd." (authorized for negotiations by CC on 03/30/) for the provision of Professional Engineering Services for the "Raymondville Drain Project-County Wide" based on a one-time project specific with no work authorizations.**

   On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.
6. **AI-20741 Requesting authority to advertise and approve to auction Abandoned and Unclaimed items as detailed on the A&U list #33. As set forth under Texas Local Government Code, 263.152.(a)(1) as detailed on Exhibit "A" attached hereto.**

   On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

B. Pct. 2

1. **AI-20722 Approval of Request for Payment-Application No.4 in the amount of $628,545.65 from D. Wilson Construction Co., #C-09-037C-11-17, awarded contractor for the, "New Administration Offices for Hidalgo County Pct.#2 and Other County Offices," and as certified for payment by project architect, VA Architecture.**

   On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

APPROVED

AI-20769 **21.A.5.**

Professional Engineering Services-S&B Infrastructure, Ltd.

CC REGULAR

Date: 04/20/2010
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval of final contract document with "S&B Infrastructure, Ltd." (authorized for negotiations by CC on 03/30/) for the provision of Professional Engineering Services for the "Raymondville Drain Project-County Wide" based on a one-time project specific with no work authorizations.

BACKGROUND

Draft agreement will be provided prior to printing of agendas on Monday. If received prior to that, it will be attached.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1341-431-50-115-078-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Refer to AI#20840 & 20842
Pending approval of transfers

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2010 01:39 PM	APRV
2	Budget & Management	Erika Zamora	04/16/2010 01:57 PM	APRV
3	Rosalinda Cantu		04/16/2010 05:29 PM	PEND

Form Started By: Vangie Garcia Started On: 04/14/2010 08:56 AM

Final Approval Date: 04/16/2010

Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

NO ACTION taken on this item.

2. **AI-20566 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/Engineering Services;**

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineering services required for Hidalgo County's Raymondville Drain Project ;

1st. S & B Infrastructure @ 100 **;2nd.** Tedsi Infrastructure @ 97 **;**
3rd. Quintanilla, Headley & Assoc. @ 95

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval of the rankings.

Martha Salazar for the Record: that would be S & B @ 1, Tedsi @ 2, and Quintanilla # 3.

c. Authority for the Purchasing Department to negotiate a professional services contract with the No.1 ranked firm of S & B Infrastructure **for the provision of engineering services for Hidalgo County's Raymondville Drain Projects**

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

21. **Adjourn**

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval to Adjourn.

APPROVED

AI-20566 **20.G.2.**

Raymondville Drain-Professional Engineering Services

CC REGULAR

Date: 03/30/2010

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Submitted For: Nielda Cavazos

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/Engineering Services;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineering services required for Hidalgo County's Raymondville Drain Project ;

1st._____;2nd._____;3rd._____

c. Authority for the Purchasing Department to negotiate a professional services contract with the No.1 ranked firm of _____ for the provision of engineering services for Hidalgo County's Raymondville Drain Projects

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1341-431-50-115-078-0-XXX

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

BUDGETARY IMPACT:

Funding will be appropriated from C.O.'s series 2009 BC upon conract award date.

Attachments

Link: Email- DD #1

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/26/2010 01:23 PM	APRV
2	Budget & Management	Erika Zamora	03/26/2010 01:46 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/26/2010 03:16 PM	APRV
4	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Nielda Cavazos

Started On: 03/25/2010 03:59 PM

Final Approval Date: 03/26/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **COMMISSIONER'S COURT**, hereinafter called the "**Owner**", and **S&B INFRASTRUCTURE, LTD.**, professional engineers of McAllen, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, Hidalgo County Drainage District No. 1 (**HCDD1**) completed Phase I of the Hidalgo County Drainage District No. 1 Master Drainage System ("**MDS**"), which, under a separate agreement, required approximately twenty years to manage and perform the planning, preliminary engineering, final design and construction of the facilities for Phase I of the **MDS**; and

WHEREAS, **HCDD1** desires to continue to develop and implement the **MDS**; and

WHEREAS, the next phase of the MDS is Phase II, which is comprised of ***the design and expansion of the Raymondville Drain Outfall System***; and,

WHEREAS, **HCDD1** currently does not have the funds to perform a portion of the next phase of project development for Phase II of the **MDS**; and

WHEREAS, the **Owner** and **HCDD1** desires for Phase II of the MDS to continue to be developed; and

WHEREAS, for efficiency, continuity, and cost effectiveness, the **Owner** desires to contract with the **Engineer** to provide management and engineering services for the development of **portions of *Phase II* of the MDS** (incorporated herein by reference and herein referred to as the "**Project**" and more particularly identified in **EXHIBIT "B1"** –***Project Description***) as identified in ARTICLE 2, Character and Extent of Services, hereof.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional ***management*** and ***engineering*** services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** -***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional ***management*** and ***engineering*** services for the development of the **Project** and fulfillment of this Agreement as follows (and more particularly identified in **EXHIBIT "B"**-***Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement):

(a) Hidalgo County Portion

(1) General Contract Management (hereinafter referred to as "GCM")

(2) Finalize hydrology & hydraulics for final design

(3) Finalize plan formulation

(4) Finalize economic studies

(5) Plans, Specifications, and Estimates (Edinburg Lake thru Guerra Detention Pond)

(6) Coordinate / update Environmental Document

(b) Willacy County Portion

(1) GCM

(2) Hydrology & Hydraulics (model only)

(3) Engineering Site Development

(4) Engineering Design Analysis

(5) Plan Formulation

(6) Economic Studies

(7) Cost Estimates

(8) Environmental / Public Involvement

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto, shall be classified as follows:

(1) ***Basic Services***: Basic services, incorporated herein by reference as "***Basic Services***", includes those professional services not otherwise identified under Article 5.2 of this Agreement.

(2) ***Special Services***: Special services, incorporated herein by reference as "***Special Services***", includes those professional services identified under Article 5.2 of this Agreement.

Expanded task descriptions for both ***Basic Services*** and ***Special Services*** are more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"-*Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. After execution of this Agreement, the **Engineer** shall not proceed with the work outlined under Article 2 hereof until authorized in writing by the **Owner**.

3.1 Termination Date. This Agreement shall terminate at the close of business on **December 31, 2011** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the

Termination Date.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner**'s sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon ninety (90) days written notice to the **Engineer**. The **Owner** 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon ninety (90) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the ninety (90) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer**'s obligations under this Agreement, the **Owner** may take over the **Project** and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22, and 26, hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer**'s services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer**'s office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer**'s services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner**'s comments regarding the **Engineer**'s preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer**'s services and work may be subject to periodic review and approval by other agencies

or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer**'s services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer**'s services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer** more particularly described in **EXHIBIT "B"**, attached hereto, the **Engineer** estimated the fee for the Project to be **six million dollars ($6,000,000)**, as shown in the cost proposals included in **EXHIBIT "D3" – Cost Proposals**. The final fee will be determined in accordance with the following:

5.1 ***Basic Services.*** For and in consideration of the **Basic Services** to be rendered by the **Engineer**, as identified in Article 2 and **EXHIBIT "B"**, the amount payable by the **Owner** to the **Engineer** for **Basic Services**, subject to adjustment in accordance with Article 6.1 herein, is equal to nine percent (9%) of the construction cost of the Project, as mutually agreed between the **Owner** and the **Engineer**, (hereinafter referred to as the "**Basic Services Fee**"), plus up to an additional one-half percent (0.5%) if the **Engineer** meets the

requirements for incentives specified in Article 5.3 herein and **EXHIBIT "D2" –Funding Incentives**, and **Article 6.1** herein. An outline and breakdown of the Basic Services Fee is more particularly identified in **EXHIBIT "D1"-Fee Breakdown**. Payments to the **Engineer** for Basic Services shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly Request for Payment, in accordance with the terms and provisions of **Article 6** herein.

5.2 ***Special Services.*** Those services to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereinafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"-*Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

Special Service	**Basis of Compensation**
1. FIELD SURVEYING Actual performance of field surveying for the purpose of establishing horizontal and vertical control and obtaining topographic information for preliminary project planning and development, preliminary engineering, final design, right of way data, monumentation or staking and construction staking.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
2. AERIAL PHOTOGRAMMETRY Actual performance of services to develop and provide photogrammetric products (contact prints, mosaics, planimetric maps, contour maps, cross-sections, and digital terrain models).	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
3. RIGHT OF WAY MAPPING Actual performance of services to develop and provide abstracting, right of way map, field note descriptions, and parcel plats.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
4. GEOTECHNICAL ENGINEERING Actual performance of obtaining test borings, sampling and testing, analyses, recommendations,	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated

Special Service	Basis of Compensation
reports for foundation investigations and other related analyses.	subcontract expense plus a 10% service charge.
5. LABORATORY OR SITE TESTING Actual performance of laboratory, shop and mill tests, or site testing of materials or equipment provided and construction work performed, including actual performance of record testing and independent assurance testing.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
6. RESIDENT OR SITE ENGINEER, INSPECTOR Actual performance of construction phase services of project site engineer, resident engineer and/or inspector, if required by **Owner**.	By **Engineer** at **Contract Rates** shown **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
7. DOCUMENT COPIES Actual performance and / or providing of additional copies (over 5) of reports; additional copies (over 5) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 5) of bidding documents; additional copies (over 5) of as-built drawings.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.
8. EXTRA TRAVEL Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.	At the rates authorized by Hidalgo County for its County officials (shown in **EXHIBIT "D"**, attached hereto).
9. EXPERT WITNESS Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge. Notwithstanding the previous sentence, compensation to the Engineer for condemnation hearing testimony will only include expense for time involved in actual testimony, no preparation time will be eligible for reimbursement as ***Special Service***. Expert witness for condemnation hearings shall not be subcontracted.

Special Service	Basis of Compensation
10. MISCELLANEOUS Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.	By **Engineer** at **Contract Rates** shown in **EXHIBIT "D"**, attached hereto, and/or negotiated subcontract expense plus a 10% service charge.

Payments to the **Engineer** for ***Special Services*** authorized by the **Owner**, not included in the **Basic Services Fee** stipulated in Article 5.1 herein, will be made, in accordance with the terms and provisions of Article 6 hereof, by the **Owner**, upon presentation of monthly **Request for Payment** by the **Engineer** of such ***Special Services***.

5.3 ***Incentives.*** The **Owner** shall provide an incentive opportunity to the **Engineer** in consideration for services rendered regarding the corporate sponsorship performed by the **Engineer**, as more particularly identified in **EXHIBIT "B"** (under Funding Sources), attached hereto, for obtaining funding from potential funding sources for the **Project**. This incentive is stated in **EXHIBIT "D2"-*Funding Source Incentive***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for meeting the incentive requirements will be made by the **Owner**, upon presentation of a **Request for Payment** by the **Engineer** in accordance with the terms and provisions of Article 6 hereof.

ARTICLE 6. Method of Payment.

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress. The **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first

Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the amount identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks, together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.3 herein and below.

Should the **Project** or portions of the **Project** be awarded for construction, the **Owner** and **Engineer** will mutually agree upon the final maximum amount payable for the **Basic Services Fee**, as identified in Article 5.1 hereof, for that portion of the **Project** that has been awarded for construction as follows:

(1) Construction Cost – An estimated construction cost will be developed for each phase of the project, and be updated throughout engineering (advance planning, final design and plans and specifications) development. A construction cost will be mutually agreed between the Owner and the Engineer in writing at the time of submittal of the final plans and specifications to the Owner (and called the "Final Estimated Construction Cost"). A fee will be calculated as nine percent (9%) of the Final Estimated Construction Cost ("Preliminary Basic Services Fee"). After the project is constructed, and the final construction cost of the project is determined, the Preliminary Basic Services Fee will be adjusted no more than plus or minus ten percent (+/- 10%) as follows:

(a) If the actual construction cost of the project is more than the Final Estimated Construction Cost, the Basic Services Fee for engineering will be adjusted up, but the adjustment will be no more than plus ten percent (+10%) of the Preliminary Basic Services Fee; or,

(b) If the final construction cost of the project is less than the Final Estimated Construction

Cost, the Basic Services Fee for engineering will be adjusted down, but the adjustment will be no more than minus ten percent (-10%) of the Preliminary Basic Services Fee.

Example calculations of these formulas are shown in Figure 1 below.

Final Estimated Construction Cost (A)	Preliminary Basic Services Fee (9%) (B)	Actual Construction Cost		Max Adjustment (C)	Revised Basic Services Fee
Engineer's Estimate	.09 X (A)	Costs	(Greater or Lower)	(.10 X (B))	(B) + (C)
$100,000	$9,000	$120,000	Greater	+ $900	$9,900
$100,000	$9,000	$80,000	Lower	- $900	$8,100

Figure 1: Example Calculations of Basic Services Fee

(2) Incentives – The portion of the Basic Services Fee for funding incentive will be reconciled and based on funding received at the time of reconciliation.

This reconciliation and determination by the **Owner** will be performed on a yearly basis throughout the development of the **Project**, and within the period of service established in Article 3. Payment due to the **Engineer** or credit owed to the **Owner** by the **Engineer** in the amount of this reconciliation and determination shall be applied to the next applicable **Request for Payment**.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the **Project** shall be only the amounts paid the **Engineer** for actual work performed in **EXHIBIT "B"** attached hereto.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance

with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer**'s services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer**'s services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement

or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. Intentionally Not Used.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "E" – *Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

Article 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work or requests that

the **Engineer** provide services for extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings, specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer**'s control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional

work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **Project**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer**; however, the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** without the **Owner**'s consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer**'s permission for any proper purpose relating to the **Project**, including, but not limited to, additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing

signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer**'s own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be in accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedures of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. For this Agreement, the **Engineer** may not assign the role of ***GCM*** through subcontract. As ***GCM***, the **Engineer** shall assign other portions or tasks of this Agreement through subcontract. As ***GCM***, the **Engineer** shall make the final decision regarding the participation and participation requirements of any subconsultant for work under this Agreement. The **Engineer**

shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to such subconsultants.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract. The **Engineer** shall not assign, subcontract or transfer its interest in this contract without the prior written consent of the **Owner**.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer**'s work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to

the **Engineer** by any of the **Owner**'s commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer**'s possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer**'s employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer**'s employees, either alone or in conjunction with any of the **Owner**'s employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefor in addition to any sums which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its

nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer**'s employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project**, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer**'s responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and

standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer**'s experience and abilities with respect to performing the **Engineer**'s services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer**'s **best** efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner**'s requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the plans, specifications, and estimates ("**PS&E**") for the **Project**, as identified in Article 2.1 hereof, and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer**'s services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer**'s services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of a **Project** such as the **Project** with all the amenities as set forth in the **PS&E**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer**'s special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such

special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize specific dangers that may arise from the proper use of the **Project** after acceptance by **Owner**; and, that the **Engineer** recognizes that any commissioners, elected officials, employees, and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the **Project** being designed in a professional and safe manner.

(e) The **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants, and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in the **PS&E** of the **Project**; that the result of the **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; that the result of **Engineer**'s inspection of the **Project** will be suitable for purposes for which the **Project** is designed; and, the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project**'s intended purpose. The **Engineer**'s responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of the **PS&E** nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing the **PS&E**.

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer**'s own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Recognizing that there will be several members of the **Project Team** participating in the development of the **Project**, and taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "G"- *Computer Documents and Information Exchange***, attached hereto and made a part of this Agreement.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and

its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, protect, defend and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the minimum limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in limits of liability not less than the benefits allowed under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General & Professional Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner,** in limits of liability not less than two million dollars (**$2,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage. *Subconsultants will only be required to maintain limits of liability not less than one million dollars **($1,000,000)** combined single limit each occurrence and in the aggregate for bodily injury and property damage.*

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner,** in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County* Certificate of Insurance** shall be attached hereto and identified as **EXHIBIT "F"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in

Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by the **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner**'s discretion, to deduct from the ***Basic Services Fee, Special Services Fee,*** and/or the ***Incentives*** as identified in Articles 5.1, 5.2, and 5.3 hereto and respectively, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	***Hidalgo County***	**ENGINEER:**	***S&B Infrastructure, Ltd.***
	100 East Cano, 2nd Floor		***5408 North 10th Street***
	Edinburg, Texas 78539		***McAllen, Texas 78504***

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission,

discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner**'s rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

BJ

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the **20th** day of **April, 2010**.

ENGINEER:
S&B INFRASTRUCTURE, LTD.

BY: _____
Daniel O. Rios, PE, Senior Vice-President

OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTEST:
Arturo Guajardo, Jr., Hidalgo County Clerk

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT B1	-Project Description
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT D1	-Fee Breakdown
EXHIBIT D2	-Funding Source Incentive
EXHIBIT D3	-Cost Proposals
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificate of Insurance
EXHIBIT G	-Computer Graphics Files

APPROVED AS TO FORM:
Atlas & Hall, LLP
By:

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project** (as defined and more particularly identified in **EXHIBIT "B1"** attached to this Agreement).

The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule prepared in accordance with **EXHIBIT "C"** attached to this Agreement.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Approve the **Work Plan** prepared by the **Engineer**.

(7) Approve the **Project Development Schedule** prepared by the **Engineer**.

(8) **Construction Estimate.** Provide the **Engineer** a copy of historical bid tabulations, if available, for similar projects and periodically review and approve the **Construction Estimate** as developed and prepared by the Engineer.

(9) Submit all required applications prepared by the **Engineer** to funding sources.

(10) **Public Involvement.** Assist the **Engineer** in the preparation of the project mailing list; provide representation at all public meetings; provide representation at all public hearings; additionally:

Public Meetings

a. Approve agenda and all exhibits prior to each public meeting.
b. Approve date and location of the public meeting.
c. Review/approve Public Meeting Report.

Public Hearings

d. Upon US Army Corps of Engineer (USACE) and other applicable approval of the schematic and environmental document, authorize the **Engineer** to conduct a public hearing for each County, as required.
e. Approve agenda and all exhibits prior to the public hearing.
f. Approve date and location of the public hearing.

g. Review/approve Public Hearing Report.

(13) Attend the **Design Concept Conference** coordinated and conducted by the **Engineer**.

(14) Assist the **Engineer** as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(15) Assist the **Engineer** in acquiring data-base research for environmental document preparation.

(16) Review and approve plan, specifications, and estimate (PS&E) for the Project or portions of the **Project** as prepared by the **Engineer**.

EXHIBIT "B"

Services to be Provided by the Owner

I. GENERAL CONTRACT MANAGEMENT (*GCM*)

The following outline provides details for the ***basic*** and ***special services*** to be provided by the **Engineer** under ***GCM*** services of this Agreement.

For these services, the primary role of the **Engineer** will be to manage, as ***GCM* Manager**, the **Project Team**, consisting of various sub-providers, in the development of the **Project** as defined and more particularly described in **EXHIBIT "B1"** attached to this Agreement. The ***GCM*** services will include the following:

***GCM* for Preliminary Project Planning and Development**. In general, this will include the *management* of the preliminary planning process, advance project development (APD), final design, and plans, specifications, and estimates (PS&E) that is required for the **Project**. (Specific requirements for *engineering* activities are outlined later in this exhibit.) Specific work activities to be provided by the **Engineer** will include:

(1) **Project Development Schedule**. The **Engineer** will prepare a **Project Development Schedule**. This schedule will be developed from the notice to proceed with work through final project work tasks. The schedule will be monitored, by the **Engineer**, throughout **Project** development. It will be provided, as well as any updates, to the **Owner** and each **Project Team** member as a part of the **Work Plan** identified in (1). The schedule will identify all major milestones and **Project** deliverables. The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule.

(2) **Construction Estimate**. The **Engineer** shall prepare an estimate for the construction of the **Project**. The construction estimate shall be monitored, verified and updated throughout the course of **Project** development.

(3) **Quality Control / Quality Assurance (QC/QA).** The **Engineer** shall develop a quality control and quality assurance program for the **Project** to ensure the **Project Team** is producing quality work for the **Project**.

(4) **Subcontract Administration.** The **Engineer** shall initiate, execute and monitor all subcontracts for the duration of the **Project**. The **Engineer** shall advise and/or provide recommendations to the **Owner**, as the **Project** progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

(5) **Funding Sources.** The development and construction of the **Project** may be eligible for funding from outside sources. The **Engineer**'s responsibilities regarding funding sources will include the following:

(a) ***Liason.*** S&B Infrastructure, Ltd. (**Engineer**) will act as Corporate Sponsor for obtaining funding from all potential funding sources for the **Project**. The Corporate Sponsor will act as liaison for the **Owner** to applicable State and Federal resource agencies (i.e. Army Corps of Engineers, Federal Emergency Management Agency, US Fish and Wildlife Service, Texas Parks and Wildlife, etc.).

(b) The **Engineer** will identify and develop a list of all funding sources for the **Project**.

(c) The **Engineer** will prepare all required applications to funding sources.

(6) **Capital Improvement Program (CIP).** The **Engineer** will prepare a CIP based on a conceptual sequence of construction for the Project. The CIP will be continuously monitored and updated by the **Engineer** throughout **Project** development.

(7) The **Engineer** shall ***manage*** **and coordinate** the specific ***engineering*** work activities, tasks, and/or special services for Environmental Document Preparation, Public Involvement, Planning, Preliminary Engineering, Final Design, and PS&E.

(8) **Implement QC/QA**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the project deliverables and their compliance with applicable standards and requirements.

(9) **Design Concept Conference**. The **Engineer** will coordinate and conduct a design concept conference (DCC) with the **Owner,** and any other stakeholders approved by the **Owner**. At the DCC, the **Engineer** will outline the issues and aspects involved in the development of the project identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.

(10) **Coordination with the US Army Corps of Engineer (USACE) and the Federal Emergency Management Agency (FEMA).** The development of the project will require documentation and/or coordination with the USACE and FEMA. The **Engineer** will act as a liaison for the **Owner**, and will attend any meetings, and develop / prepare any required correspondence, documentation, permits and/or applications to satisfy USACE, FEMA, and other applicable federal, state, and local regulations.

II. ENVIRONMENTAL DOCUMENT PREPARATION AND PUBLIC INVOLVEMENT

(1) The **Engineer** shall prepare an environmental document in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The **Engineer** will prepare an environmental document ***in anticipation of a Finding of No Significant Impact (FONSI)***, as identified by the NEPA process. This document will include, at a minimum, the following:

(a) **Project** description
(b) need for **Project**
(c) alternatives considered
(d) impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
(e) conclusion
(f) Project location map
(g) preliminary structure and channel locations/layouts
(h) scanned photographs

(2) The **Engineer** shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.

(3) The **Engineer** shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the **Project**. This will include individual meetings, newsletters and notices, as required.

(4) The **Engineer** shall coordinate and conduct the following formal public meetings:

(5) The **Engineer** shall develop a **Project** coordination and mailing list.

(6) The **Engineer** shall prepare required presentation materials (including hand-outs, agenda, and sign-in roster) and exhibits for two public meetings and two public hearings.

(7) The **Engineer** shall prepare and submit a written document summarizing each proceeding: two Public Meeting Reports and two Public Hearing Reports.

III. ENGINEERING & DESIGN

(1) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flowline (upstream & downstream) elevations of structures.

(2) The **Engineer** shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(3) The **Engineer** shall obtain floodplain and channel cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(4) The **Engineer** shall perform site visits for field reconnaissance.

(5) The Engineer shall identify and obtain data to include, but not be limited to:

Previous Studies:
(a) Available previous hydraulic and/or engineering studies
(b) Previous documentation and/or studies for Federal Emergency Management Agency (FEMA) floodway requirements.
Land Records:
(c) Parcel mapping
(d) Property assessment
(e) USGS topographic mapping
Property and Facility Management
(f) Land acquisition and disposition
(g) Building and property inventory
Land Use Planning and Zoning
(h) General plan mapping
(i) Zoning mapping
(j) Demographic mapping

(k) Economic development
(l) Linking to permitting systems
(m) Existing aerial photographs and/or mapping

Engineering

(n) Storm drain mapping
(o) Subdivision review/lot mapping
(p) Street mapping

Public Safety

(q) Emergency preparedness plans

Environmental Assessment

(r) Wetland mapping
(s) National Pollution Discharge Elimination System (NPDES) permitting
(t) Facility mapping
(u) Vegetation mapping
(v) Coastal zone management

Elections

(w) District Boundary definition

Geographical Information System

(6) The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro. Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process. ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will be used to develop the engineering models required for the hydraulic analysis of each channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

Note: During the performance of the following hydrologic/ hydraulic analysis and the development of the alternate solutions and final recommendation, the **Engineer** will address and incorporate any findings of the environmental documentation process.

Hydrologic Analysis

(7) The **Engineer** shall verify the hydrologic analyses of the Raymondville drainage watershed(s); the drainage area of the watershed will be divided into sub-areas and peak flow rate computations will be based on standard design storms, unit hyodrographs, and routing routines.

(8) The **Engineer** shall verify the comparison of peak flow rates with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

Hydraulic Analysis

(9) The **Engineer** shall verify the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (11) through (16) below.

(10) The **Engineer** shall create the terrain Triangulated Irregular Network (TIN). This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.

(11) The **Engineer** shall create 2-dimensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required polylines over the terrain TIN; develop the watershed layout over the base map.

(12) The **Engineer** shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the terrain TIN and creating a 3-dimensional cross-section theme.

(13) For verification of measured elevations, the **Engineer** shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey. (In lieu of editing the HEC-RAS GIS import file, verification of measured elevations may also be accomplished by snapping to the survey points in the CAD file and copied to the 2-dimensional cross-section them.)

(14) The **Engineer** shall verify the HEC-RAS modeling of the existing and proposed structures within the Raymondville drainage watershed, and compare the hydraulic results to the effective FIS and existing 100-year flood levels for the Raymondville outfall and its tributaries.

(15) After the HEC-RAS model is satisfactory and the output deemed acceptable, the **Engineer** shall apply the GIS export function to create the HEC-RAS GIS export file in preparation for the flood plain mapping.

Flood Plain Mapping

(16) Utilizing the HEC-RAS GIS export file, and ArcView GIS StreamPro, the **Engineer** shall map the floodplain over the terrain TIN.

(17) The **Engineer** shall compare the results by placing the resulting floodplain mapping over the existing Fiood Insurance Rate Map (FIRM): scan the FIRM and bring into ArcView an image for this comparison.

Alternate Solutions and Recommendations

(18) The **Engineer** shall prepare cost estimates for each alternate solution and final recommendation.

(19) The **Engineer** shall summarize each alternate solution in sufficient detail to indicate clearly the problems involved in order for the **Owner** to make the appropriate comparisons to the **Engineer**'s final recommendations and provide the approval for the final design of the **Project**.

(20) The **Engineer** shall provide a formal and clearly outlined recommendation regarding the final design of the **Project**.

Final Report

(21) The **Engineer** shall prepare five (5) bound, color copies of the final report, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

EXHIBIT "B"
Services to be Provided by the Owner

Final Design

(22) After the **Owner** has approved the **Engineer**'s final recommendations and the recommendations meet all federal, state, and county regulations and requirements (including permittiing), the **Engineer** will perform all required ***engineering*** activities to provide the **Owner** with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***engineering*** activities, tasks, and/or special services to be provided by the **Engineer** will include:

Permitting

The **Engineer** shall furnish the necessary engineering data required to apply for regulatory permits from local, state, or federal authorities.

Final Channel/Drainage Design

The **Engineer** shall perform channel / drainage design for the proposed improvements to existing channels and/or facilities, as well as the proposed channels of the **Project**. The design of drainage improvements shall conform to the **Project** design criteria, and when possible the standard designs, required by the owner (city, county, or state) of any associated roadways. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway Design

The **Engineer** shall perform roadway design for any intersecting roadway approaches to the proposed improvements to the existing channels and / or proposed channels of the **Project**. The design of these roadways shall conform to the **Project** design criteria, and when possible the standard designs, required by the owner (city, county, or state) of the associated roadway. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.

Bridge Design

(a) The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and / or proposed channels of the **Project**. The design of these bridges shall conform to the **Project** design criteria required by the owner (city, county, or state) of the associated bridge structure and/or roadway, and the requirements set forth by the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.

(b) Prior to performing structural detailing, the **Engineer** shall provide a bridge layout to the governing entity of the associated bridge structure and/or roadway for approval. Each bridge layout will include the required information set forth by the governing entity.

Plans, Specifications & Estimates (PS&E)

(c) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner**. These documents shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable city, county, state, and/or federal agencies for approval.

(d) All final plan sheets shall be developed, by the **Engineer,** on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.

(e) Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

(f) **Plan Sheets**. Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)

(g) **Specifications**. Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(h) **Estimates**. The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

EXHIBIT "B1"
Project Description

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
MASTER DRAINAGE SYSTEM PHASE II

BACKGROUND
The development and implementation of Hidalgo County Drainage District No. 1 Master Drainage System Phase II for the design and expansion of the Raymondville Drain Outfall System involves advance planning, preliminary engineering and design, final design and plans, specifications, and estimates (PS&E), right of way map preparation, and construction of proposed improvements. The proposed improvements include approximately 12.0 miles of new storage channel/ditch facilities, as well as the widening of 48.0 miles of existing channels/ditches. In addition, the "La Sal Vieja Lake" will serve as a storage pond in order to facilitate drainage of the expanded Raymondville Drain Outfall System. Also included along the drainage outfall system, are the proposed improvements involving associated facilities such as bridges, culverts, headwalls, utility crossings, and downdrains.

The MDS Phase II is located in both Hidalgo and Willacy Counties. The MDS Phase II limits start on the east side of Lake Edinburg where the new storage ditch will drain north for about 4.0 miles, then east for 8.0 miles toward the existing West Hargill Drain. At this point, it involves improvements of the existing West Hargill Drain, which spans 11.0 miles where it connects to the existing Raymondville Drain and the "La Sal Vieja Lake" Ditch. At this connection point, Raymondville Drain, as well as the "La Sal Vieja Lake" Ditch, will be improved along the existing Raymondville Drain which spans approximately 33.0 miles to the final outfall point, the Laguna Madre.

PROPOSED PROJECT WORK TASKS UNDER THIS AGREEMENT
Essentially, the proposed project work tasks under this agreement, include two parts:

1. **Hidalgo County, from Edinburg Lake to Willacy County Line** – Finalize the hydrologic and hydraulic models, update the environmental document to incorporate downstream information of Willacy County, and prepare plans, specifications, and estimates for portions of the within the limits of Edinburg Lake to the Gueraa Detention Facility south of the Edinburg Airport. Specific work items include:
   - GCM Services
   - Finalize H&H for Final Design
   - Finalize Plan Formulation
   - Finalize Economic Studies
   - PS&E
   - Coordinate and update environmental

2. **Willacy County, from Willacy County Line to Laguna Madre** – Perform advance project development, planning, and preliminary engineering activities, including

environmental document preparation, public involvement. Specific work items include:

- GCM Services
- H&H (APD only)
- Preliminary Engineering Site Development
- Preliminary Engineering Design Analysis
- Preliminary Plan Formulation
- Preliminary Economic Studies
- Preliminary Cost Estimates
- Environmental / Public Involvement

EXHIBIT "C"
Work Schedule

A detailed Work Schedule shall be prepared by the **Engineer** to be submitted and approved at the Design Concept Conference. The Work Schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed

The **Engineer** will diligently pursue the completion of the Work as defined by the milestones and deliverable due dates outlined in the Work Schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established Work Schedule.

EXHIBIT "D"
CONTRACT RATES

S & B INFRASTRUCTURE, LTD.

LABOR:

Job Description (NSPE Grade)	Base Rate*	Contract Rate**	Base Rate*	Contract Rate**	Base Rate*	Contract Rate**
	2009	2009	2010	2010	2011	2011
Principal (XV)	98.75	303.10	103.69	318.27	108.87	334.17
Director of QC/QA (XII)	82.69	253.81	86.82	266.49	91.16	279.81
Project Manager (VIII)	54.06	165.93	56.76	174.22	59.60	182.94
Engineer (V) Structural	53.81	165.16	56.50	173.42	59.33	182.11
Engineer (V) Hydraulic/Civil	53.25	163.45	55.91	171.61	58.71	180.20
Engineer (III,IV) Civil	37.49	115.07	39.36	120.81	41.33	126.86
Environmental Scientist	49.25	151.17	51.71	158.72	54.30	166.67
Biologist	28.00	85.94	29.40	90.24	30.87	94.75
GIS / CADD)	35.00	107.43	36.75	112.80	38.59	118.45
Secretary	12.60	38.67	13.23	40.61	13.89	42.63
CADD	22.25	68.29	23.36	71.70	24.53	75.29

Direct labor = 100.00%
Overhead = **166.90%**
Direct Labor + Overhead = 266.90%

Overhead rate shall be adjusted each year, based on audited rates.

* Base Rate = estimated raw salary without burden
**These are the labor rates to be used to negotiate work orders for special or excluded services, and/or additonal work.

NON-LABOR:***

Mileage	$ 0.500/mi.
Car Rental	$70.00/day
Lodging	◊
Meals	◊
Air Travel	at cost
Overnight Carrier cost	$20/letter
Copies	$.10/ea
Bond Plots	$0.75/sq.ft.
Color Plots	$1.60/sq.ft.
Mylar Plots	$1.20/sq.ft.

◊ GSA per diem rates

***These are the anitiepated non-labor rates to be used to negotiate work orders for special or excluded services, and/or additonal work.
Other non-labor rates may be determined at time of negotiation.

EXHIBIT "D1"
Fee Breakdown

For and in consideration of the ***Basic Services*** as more particularly identified in **EXHIBIT "B"** attached to this Agreement and to be rendered by the **Engineer**, the **Owner** shall pay the **Engineer** the **Basic Services Fee** as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Services Fee = 9% of the construction cost of the **Project**

Basic Services Fee = ***GCM* Fee** + **Engineering Fee**

Whereas, ***GCM* Fee** is the compensation to the **Engineer** for ***Basic Services*** provided by the **Engineer** under General Contract Management and more particularly described in **EXHIBIT "B"** attached to this Agreement; and,

Whereas, **Engineering Fee** is the compensation to the **Engineer** for ***Basic Services*** provided by the **Engineer**, which are more particularly described in **EXHIBIT "B"** attached to this Agreement; and,

Further breakdown of the **Basic Services Fee** is as follows:

***GCM* Fee** = 2.75% of the **Basic Services Fee**

Engineering Fee = 6.25% of the **Basic Services Fee**

EXHIBIT "D2"

Funding Source Incentive

In accordance with Article 5.3 of this Agreement, the **Owner** shall provide an incentive opportunity to the **Engineer** in consideration for services rendered regarding the corporate sponsorship performed by the **Engineer** for obtaining funding from potential funding sources for the development and construction of the **Project**.

The **Owner** will increase the ***GCM* Fee,** as identified in **EXHIBIT "D1"** attached to this Agreement, for compensation to the **Engineer**, from two and three-quarter percent (2.75%) up to a maximum of three and one-quarter percent (3.25%) of the construction cost of the **Project** for obtaining funding from potential funding sources for **Project** development and construction. The basis of compensation will be as follows:

(Funding Obtained / Construction Cost)%	Increase ***GCM* Fee** up to:
00.01% ~ 12.50%	2.8125%
12.51% ~ 25.00%	2.8750%
25.01% ~ 37.50%	2.9375%
37.51% ~ 50.00%	3.0000%
50.01% ~ 62.50%	3.0625%
62.51% ~ 75.00%	3.1250%
75.01% ~ 87.50%	3.1875%
87.51% ~ 100.00%	3.2500%

Payments to the **Engineer** in meeting the incentive requirements stated above will be made, in accordance with the terms and provisions of Article 6 of this Agreement, by the **Owner**, upon presentation of a **Request for Payment** by the **Engineer**. Previous payments made to the **Engineer** for the ***GCM* Fee** will be ultimately reconciled to the increased fee for ***GCM* Fee** as obtained through these incentive requirements, and the amount of reconciled payment to the **Engineer** for the increased fee for ***GCM* Fee** shall be applied in the next applicable **Request for Payment** by the **Engineer**.

PROJECT: MDS Raymondville Drain - Hidalgo County

CLIENT: Hidalgo County

EXHIBIT "D3(a)"

Cost Proposal - HIDALGO COUNTY

S&B JOB NO.:

TASK CODE	DESCRIPTION from EXHIBIT "B" & "B1"	SERVICE	ESTIMATED FEE	TOTALS
LABOR				
	HIDALGO COUNTY			
	(1) Provide GCM Services for administration and management.	BASIC	$197,931.00	
	(2) Finalize H&H for final design of new ditch, Edinburg Lake to Guerra Detention Facility.	BASIC	$168,000.00	
	(3) Finalize Plan Formulation for Hidalgo County	BASIC	$100,000.00	
	(4) Finalize Economic Studies for Hidalgo County	BASIC	$100,000.00	
	(5) PS&E for new ditch, Edinburg Lake to Guerra Detention Facility.	BASIC	$1,333,333.00	
	(6) Coordinate and update Environmental for Hidalgo County portion.	SPECIAL	$100,000.00	
	Sub Total (TASKS)			**$1,999,264.00**
	Sub Total (LABOR)			**$1,999,264.00**

PROJECT: MDS Raymondville Drain - Hidalgo County
CLIENT: Hidalgo County

EXHIBIT "D3(a)"
Cost Proposal - HIDALGO COUNTY

S&B JOB NO.:

TASK CODE	DESCRIPTION from EXHIBIT "B" & "B1"	SERVICE	MAN-HOURS							ESTIMATED FEE	TOTALS
			Principal (XV)	Director of QC/QA (XII)	Project Manager (VIII)	Engineer (V) Structural	Environmental Scientist	Biologist	GIS / CADD)		
NON LABOR											
	TRAVEL										
	Washington DC - 5 trips										
	Travel (Airfare - Round-trip, McAllen, TX to DC)	SPECIAL	Persons =	2	Trips =	5		Cost per Ticket=	$ 1,000.00	$10,000.00	
	Travel (Rental Car - 4 days per trip)	SPECIAL	Days =	4	Trips =	5		Cost per Day =	$ 70.00	$1,400.00	
	Travel (Rental Car - gas)	SPECIAL	Days =	4	Trips =	5		Cost per Day =	$ 25.00	$500.00	
	Travel (Lodging: 3 nights per trip)	SPECIAL	People =	2	Night =	15		Hotel Rate=	$ 229.00	$6,870.00	
	Travel (Meals:)	SPECIAL	People =	2	Days =	15		Rate=	$ 71.00	$2,130.00	
	Galveston - 3 trips										
	Travel (Airfare - Round-trip, McAllen, TX to Galveston)	SPECIAL	Persons =	2	Trips =	3		Cost per Ticket=	$ 400.00	$2,400.00	
	Travel (Rental Car - 2 days per trip)	SPECIAL	Days =	2	Trips =	3		Cost per Day =	$ 70.00	$420.00	
	Travel (Rental Car - gas)	SPECIAL	Days =	2	Trips =	3		Cost per Day =	$ 25.00	$150.00	
	Travel (Lodging: 2 nights per trip)	SPECIAL	People =	2	Night =	6		Hotel Rate=	$ 128.00	$1,536.00	
	Travel (Meals:)	SPECIAL	People =	2	Days =	6		Rate=	$ 71.00	$852.00	
	Fort Worth - 1 trips										
	Travel (Airfare - Round-trip, McAllen, TX to DFW)	SPECIAL	Persons =	2	Trips =	1		Cost per Ticket=	$ 580.00	$1,160.00	
	Travel (Rental Car - 2 days per trip)	SPECIAL	Days =	2	Trips =	2		Cost per Day =	$ 70.00	$280.00	
	Travel (Rental Car - gas)	SPECIAL	Days =	2	Trips =	2		Cost per Day =	$ 25.00	$100.00	
	Travel (Lodging: 1 night per trip)	SPECIAL	People =	2	Night =	1		Hotel Rate=	$ 122.00	$244.00	
	Travel (Meals:)	SPECIAL	People =	2	Days =	2		Rate=	$ 71.00	$284.00	
	Mileage (Site Visit)	BASIC								$2,500.00	
	Reproduction / Miscellaneous	BASIC								$10,585.00	
	Sub Total (NON-LABOR)										**$41,411.00**
	PROJECT TOTAL										**$2,040,675.00**

PROJECT: MDS Raymondville Drain - Hidalgo County
CLIENT: Hidalgo County

EXHIBIT "D3(b)"
Cost Proposal - WILLACY COUNTY

S&B JOB NO.:

TASK CODE	DESCRIPTION from EXHIBIT "B" & "B1"	SERVICE	ESTIMATED FEE	TOTALS
LABOR				
	HIDALGO COUNTY			
	(1) Provide GCM Services for administration and management.	**BASIC**	$143,750.00	
	(2) Develop H&H model (APD only); revise / update downstream model, perform preliminary hydraulics.	**BASIC**	$383,333.00	
	(3) Engineering Site Development	**BASIC**	$181,125.00	
	(4) Engineering Design Analysis	**BASIC**	$221,375.00	
	(5) Plan Formulation	**BASIC**	$201,250.00	
	(6) Economic Studies	**BASIC**	$251,562.00	
	(7) Cost Estimates	**BASIC**	$50,313.00	
	Sub Total (TASKS)			**$1,432,708.00**
	Sub Total (LABOR)			**$1,432,708.00**

PROJECT: MDS Raymondville Drain - Hidalgo County
CLIENT: Hidalgo County

EXHIBIT "D3(b)"
Cost Proposal - WILLACY COUNTY

S&B JOB NO.:

TASK CODE	DESCRIPTION from EXHIBIT "B" & "B1"	SERVICE	MAN-HOURS							ESTIMATED FEE	TOTALS
			Principal (XV)	Director of QC/QA (XII)	Project Manager (VIII)	Engineer (V) Structural	Environmental Scientist	Biologist	GIS / CADD)		
NON LABOR											
	TRAVEL										
	Washington DC - 5 trips										
	Travel (Airfare - Round-trip, McAllen, TX to DC)	SPECIAL	Persons =	2	Trips =	5		Cost per Ticket=	$ 1,000.00	$10,000.00	
	Travel (Rental Car - 4 days per trip)	SPECIAL	Days =	4	Trips =	5		Cost per Day =	$ 70.00	$1,400.00	
	Travel (Rental Car - gas)	SPECIAL	Days =	4	Trips =	5		Cost per Day =	$ 25.00	$500.00	
	Travel (Lodging: 3 nights per trip)	SPECIAL	People =	2	Night =	15		Hotel Rate=	$ 229.00	$6,870.00	
	Travel (Meals:)	SPECIAL	People =	2	Days =	15		Rate=	$ 71.00	$2,130.00	
	Galveston - 3 trips										
	Travel (Airfare - Round-trip, McAllen, TX to Galveston)	SPECIAL	Persons =	2	Trips =	3		Cost per Ticket=	$ 400.00	$2,400.00	
	Travel (Rental Car - 2 days per trip)	SPECIAL	Days =	2	Trips =	3		Cost per Day =	$ 70.00	$420.00	
	Travel (Rental Car - gas)	SPECIAL	Days =	2	Trips =	3		Cost per Day =	$ 25.00	$150.00	
	Travel (Lodging: 2 nights per trip)	SPECIAL	People =	2	Night =	6		Hotel Rate=	$ 128.00	$1,536.00	
	Travel (Meals:)	SPECIAL	People =	2	Days =	6		Rate=	$ 71.00	$852.00	
	Fort Worth - 1 trips										
	Travel (Airfare - Round-trip, McAllen, TX to DFW)	SPECIAL	Persons =	2	Trips =	1		Cost per Ticket=	$ 580.00	$1,160.00	
	Travel (Rental Car - 2 days per trip)	SPECIAL	Days =	2	Trips =	1		Cost per Day =	$ 70.00	$140.00	
	Travel (Rental Car - gas)	SPECIAL	Days =	2	Trips =	1		Cost per Day =	$ 25.00	$50.00	
	Travel (Lodging: 1 night per trip)	SPECIAL	People =	2	Night =	1		Hotel Rate=	$ 122.00	$244.00	
	Travel (Meals:)	SPECIAL	People =	2	Days =	2		Rate=	$ 71.00	$283.00	
	Mileage (Site Visit)	BASIC								$1,250.00	
	Reproduction / Miscellaneous	BASIC								$7,232.00	
	Sub Total (NON-LABOR)										**$36,617.00**
	PROJECT TOTAL										**$1,469,325.00**

PROJECT: MDS Raymondville Drain - Willacy County Supplemental EIS
CLIENT: Hidalgo County Drainage District No. 1

EXHIBIT "D3(c)"

Cost Proposal - ENVIRONMENTAL WILLACY COUNTY

S&B JOB NO.:

TASK CODE	DESCRIPTION from EXHIBIT "B" & "B1"	SERVICE	ESTIMATED FEE	TOTALS
LABOR				
	PHASE I - SCOPING AND PRELIMINARY ANALYSIS			
	(1) Identify stakeholders and affected agencies.	SPECIAL	$12,187.80	
	(2) Develop / maintain stakeholder list; identify state, federal, and local agencies; identify non-profit organizations.	SPECIAL	$10,250.30	
	(3) roster, coordinate, conduct, meeting notes, follow-up.	SPECIAL	$14,357.10	
	(3) Project Development Meeting (USACE) - attend.	SPECIAL	$2,841.48	
	(4) Review preliminary data; review land use maps; review tax records, etc.	SPECIAL	$50,606.40	
	(5) Identify evaluation issues	SPECIAL	$17,187.80	
	(6) Identify design concerns	SPECIAL	$23,993.60	
	(7) Conduct preliminary field reconnaissance:			
	Land use/Socio-economic/Relocation data	SPECIAL	$28,800.00	
	Ecology/Wetlands/Endangered Species	SPECIAL	$28,800.00	
	Hazardous Materials	SPECIAL	$28,800.00	
	Cultural Historical Survey	SPECIAL	$28,800.00	
	(8) Develop constraints matrix	SPECIAL	$23,213.10	
	(9) Document project need and description	SPECIAL	$20,456.05	
	(10) Prepare preliminary scoping document and write coordination letters (as applicable) to SHC, USFWS, TPWD, USCG, IBWC, NRCS, FEMA, TNRCC, etc.	SPECIAL	$31,691.90	
	(11) Scoping Meeting (Resource Agencies) - agenda, roster, coordinate, conduct, meeting notes, follow-up.	SPECIAL	$24,458.20	
	(11) Scoping Meeting 1 (Resource Agencies) - prep. and attend.	SPECIAL	$2,841.48	
	(11) Scoping Meeting 2 (Resource Agencies) - prep. and attend.	SPECIAL	$2,841.48	
	(11) Scoping Meeting 3 (Resource Agencies) - prep. and attend.	SPECIAL	$2,841.48	
	Sub Total (SCOPING)			**$354,968.17**

PROJECT: MDS Raymondville Drain - Willacy County Supplemental EIS
CLIENT: Hidalgo County Drainage District No. 1

EXHIBIT "D3(c)"

Cost Proposal - ENVIRONMENTAL WILLACY COUNTY

S&B JOB NO.:

TASK CODE	DESCRIPTION from EXHIBIT "B" & "B1"	SERVICE	ESTIMATED FEE	TOTALS
	PHASE II - DETAILED FIELD STUDIES AND MODELING			
	A. Data Collection / Analysis for Affected Environme			
	(1) **Socio-Economic Resources**			
	(a) land use	SPECIAL	$37,913.00	
	(b) neighborhood cohesion issues	SPECIAL	$29,222.00	
	(c) residential/business relocations	SPECIAL	$20,531.00	
	(d) public owned lands and facilities	SPECIAL	$20,531.00	
	(e) population demographics and env justice	SPECIAL	$37,913.00	
	(2) **Physical Resources**			
	(a) topography	SPECIAL	$29,222.00	
	(b) geology	SPECIAL	$20,531.00	
	(c) soils (prime/unique farmland; hydric soils)	SPECIAL	$20,531.00	
	(d) groundwater/surface water	SPECIAL	$20,531.00	
	(e) floodplain and drainage issues	SPECIAL	$20,531.00	
	(f) water quality	SPECIAL	$20,531.00	
	(g) air quality	SPECIAL	$20,531.00	
	(h) noise impacts	SPECIAL	$29,222.00	
	(3) **Biological Resources**			
	(a) native vegetation	SPECIAL	$29,551.00	
	(b) natural ecology	SPECIAL	$29,551.00	
	(c) wildlife habitat	SPECIAL	$29,551.00	
	(d) potential wetlands	SPECIAL	$29,551.00	
	(e) endangered/threatened species	SPECIAL	$29,551.00	
	(4) **Cultural/Urban Resources**			
	(a) historical sites	SPECIAL	$18,358.00	
	(b) archaeological sites	SPECIAL	$18,358.00	

PROJECT: MDS Raymondville Drain - Willacy County Supplemental EIS

CLIENT: Hidalgo County Drainage District No. 1

EXHIBIT "D3(c)"

Cost Proposal - ENVIRONMENTAL WILLACY COUNTY

S&B JOB NO.:

TASK CODE	DESCRIPTION from EXHIBIT "B" & "B1"	SERVICE	ESTIMATED FEE	TOTALS
	(5) **Hazardous Materials Assessment**			
	Hazardous Materials	SPECIAL	$20,531.00	
	(6) **Special Studies**	BASIC	$250,000.00	
	Cultural Resources	SPECIAL	$974.00	
	(1) Historic research (Estimated)	SPECIAL	$15,962.00	
	(2) Coordination with Subproviders on cultural resource services (Estimated)	SPECIAL	$24,430.00	
	(3) Coordination with Subproviders on archeological resource services (Estimated)	SPECIAL	$7,494.00	
	Biological Resources	SPECIAL	$25,008.00	
	(1) Wetland evaluation, permitting, alternatives, and mitigation (Estimated)	SPECIAL	$61,138.50	
	(2) Bio-community assessment, benthic studies (Estimated)	SPECIAL	$39,666.00	
	(3) Threatened/endangered species, habitat assessment, presence/absence survey, Section 7 of ESA, Biological Opinion, impact mitigation (Estimated)	SPECIAL	$122,277.00	
	(4) Ecological investigations	SPECIAL	$68,466.00	
	Physical Resources	SPECIAL		
	(1) Air Quality Analysis	SPECIAL	$32,466.00	
	(2) Sediment Analysis	SPECIAL	$58,631.00	
	(3)Water Quality Analysis	SPECIAL	$53,835.00	
	B. Permits / Certifications and/or Notifications			
	(1) Coordination with City, County, and Agency Officials	SPECIAL	$29,222.00	
	(2) Develop and maintain list of local permit requirements.	SPECIAL	$24,878.50	
	(3) Water Quality Certifications	SPECIAL	$30,585.50	
	(4) Pre-construction Notifications (NWP, SW3P NOI, etc.)	SPECIAL	$23,385.50	
	C. Miscellaneous			
	(1) Examine / determine need for modeling.	SPECIAL	$17,435.50	
	(2) Finalize Constraints Mapping	SPECIAL	$13,090.00	
	(3) Benthic Studies	SPECIAL	$50,000.00	
Sub Total (DATA COLLECTION /ANALYSIS FOR AFFECTED ENVIRONMENT)				**$1,481,686.50**

PROJECT: MDS Raymondville Drain - Willacy County Supplemental EIS
CLIENT: Hidalgo County Drainage District No. 1

EXHIBIT "D3(c)"

Cost Proposal - ENVIRONMENTAL WILLACY COUNTY

S&B JOB NO.:

TASK CODE	DESCRIPTION from EXHIBIT "B" & "B1"	SERVICE	ESTIMATED FEE	TOTALS
	D. Draft Environmental Document (SEIS)			
	(1) Data review / evaluation; identify cumm impacts.	SPECIAL	$36,625.90	
	(2) Write/submit draft SEIS - anticipate FONSI	SPECIAL	$45,316.90	
	(3) Incorporate comments and submit revised draft	SPECIAL	$27,934.90	
	(4) Incorporate final comments	SPECIAL	$27,455.30	
	Sub Total (DRAFT ENV DOCUMENT)			**$137,333.00**
	PHASE III - FINAL SEIS AND PUBLIC INVOLVEMENT			
	A. Final SEIS			
	(1) Data review / evaluation; identify cumm impacts.	SPECIAL	$22,905.90	
	(2) Write/submit final draft SEIS - anticipate FONSI	SPECIAL	$31,596.90	
	(3) Incorporate comments and submit revised draft	SPECIAL	$22,905.90	
	(4) Incorporate final comments	SPECIAL	$21,647.10	
	B. Public Involvement			
	(1) **Public Information Workshop #1 - Willacy County:**			
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	SPECIAL	$8,692.00	
	Attend.	SPECIAL	$4,812.32	
	Conduct mtng, prepare Meeting Report	SPECIAL	$4,495.70	
	(2) **Public Information Workshop #2 - Willacy County:**			
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	SPECIAL	$8,692.00	
	Attend.	SPECIAL	$4,812.32	
	Conduct mtng, prepare Meeting Report	SPECIAL	$4,495.70	
	(3) **Public Meeting #1 - Willacy County:**			
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	SPECIAL	$8,692.00	
	Attend.	SPECIAL	$4,812.32	
	Conduct mtng, prepare Meeting Report	SPECIAL	$4,495.70	

PROJECT: MDS Raymondville Drain - Willacy County Supplemental EIS
CLIENT: Hidalgo County Drainage District No. 1

EXHIBIT "D3(c)"

Cost Proposal - ENVIRONMENTAL WILLACY COUNTY

S&B JOB NO.:

TASK CODE	DESCRIPTION from EXHIBIT "B" & "B1"	SERVICE	ESTIMATED FEE	TOTALS
	(4) **Public Meeting #2 - Willacy County**			
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	SPECIAL	$8,692.00	
	Attend.	SPECIAL	$4,812.32	
	Conduct mtng, prepare Meeting Report	SPECIAL	$4,495.70	
	(5) **Public Hearing #1 - Willacy County:**			
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	SPECIAL	$13,037.60	
	Attend.	SPECIAL	$4,812.32	
	Conduct mtng, prepare Meeting Report	SPECIAL	$8,991.40	
	(6) **Public Hearing #2 - Willacy County**			
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-	SPECIAL	$11,299.40	
	Attend.	SPECIAL	$4,812.32	
	Conduct mtng, prepare Meeting Report	SPECIAL	$8,991.40	
	C. Agency Coordination - Document Review			
	(1) Coordinate with USACE on the Notice of Intent (NOI)	SPECIAL	$10,640.40	
	(2) Prepare and publish NOI	SPECIAL	$14,116.80	
	(3) Coordinate with USACE on the Draft EIS	SPECIAL	$19,422.40	
	(4) Assist USACE with SAFETEA-LU requirements for the Draft EIS	SPECIAL	$5,664.56	
	(5) Prepare and publicize the Draft EIS Notice of Availability	SPECIAL	$6,054.16	
	(6) Coordinate with USACE on Final EIS	SPECIAL	$11,989.00	
	(7) Assist USACE with SAFETEA-LU requirements for the Final EIS	SPECIAL	$5,664.56	
	(8) Prepare and publicize the Final EIS Notice of Availability	SPECIAL	$6,054.16	
	Sub Total (FINAL SEIS AND PUBLIC INVOLVEMENT)			**$302,606.36**

PROJECT: MDS Raymondville Drain - Willacy County Supplemental EIS
CLIENT: Hidalgo County Drainage District No. 1

EXHIBIT "D3(c)"

Cost Proposal - ENVIRONMENTAL WILLACY COUNTY

S&B JOB NO.:

TASK CODE	DESCRIPTION from EXHIBIT "B" & "B1"	SERVICE	ESTIMATED FEE	TOTALS
	MANAGEMENT, MEETINGS, AND PROGRESS			
	Progress Meetings			
	(1) Meet every other month with USACE; Engineer prepares meeting minutes.	SPECIAL	$30,852.55	
	Quality Control/Quality Assurrance			
	(2) Engineer performs QA/QC on deliverables.	SPECIAL	$114,919.20	
	Sub Total (MANAGEMENT, MEETINGS, PROGRESS)			**$145,771.75**
	Sub Total (LABOR)			**$2,422,365.78**
	Total Hours			
	CONTRACT RATES: ($/MAN-HOUR)			
	BASE RATES: ($/MAN-HOUR)			
NON LABOR				
Phase 1	FedEx Courier / Runner Service	SPECIAL	$300.00	
	Outside reproduction	SPECIAL	$500.00	
	Film / Video	SPECIAL	$250.00	
	Exhibits	SPECIAL	$250.00	
	GPS Equipment	SPECIAL	$3,000.00	
	Photocopies (8-1/2" x 11")	SPECIAL	$500.00	
	Photocopies (11" x 17")	SPECIAL	$250.00	
	Color Photocopies (8-1/2" x 11")	SPECIAL	$150.00	
	Color Photocopies (11" x 17")	SPECIAL	$175.00	
	Travel - (inside Willacy County) -Mileage	SPECIAL	$2,000.00	
	Travel (outside Willacy County) - Mileage	SPECIAL	$1,000.00	
	Travel - Lodging	SPECIAL	$1,000.00	
	Travel - Meals	SPECIAL	$700.00	
	Travel - Airfare	SPECIAL	$2,500.00	
	Travel - Rental Vehicle	SPECIAL	$400.00	

PROJECT: MDS Raymondville Drain - Willacy County Supplemental EIS

CLIENT: Hidalgo County Drainage District No. 1

EXHIBIT "D3(c)"

Cost Proposal - ENVIRONMENTAL WILLACY COUNTY

S&B JOB NO.:

TASK CODE	DESCRIPTION from EXHIBIT "B" & "B1"	SERVICE	ESTIMATED FEE	TOTALS
Phase 2	FedEx Courier / Runner Service	SPECIAL	$299.22	
	Regular Mail Letters	SPECIAL	$500.00	
	Reproductions (8 1/2" x 11")	SPECIAL	$500.00	
	Reproductions (24" x 36")	SPECIAL	$2,700.00	
	Exhibits	SPECIAL	$250.00	
	Environmnetal Data Reports	SPECIAL	$6,000.00	
	Travel - (inside Willacy County) -Mileage	SPECIAL	$2,000.00	
	Travel (outside Willacy County) - Mileage	SPECIAL	$1,000.00	
	Travel - Lodging	SPECIAL	$300.00	
	Travel - Meals	SPECIAL	$120.00	
	Travel - Airfare	SPECIAL	$440.00	
	Travel - Rental Vehicle	SPECIAL	$400.00	
Pub Inv	Outside reproduction	SPECIAL	$1,500.00	
	Film / Video	SPECIAL	$150.00	
	Exhibits	SPECIAL	$2,500.00	
	Postage	SPECIAL	$2,000.00	
	Court Reporter (6 mtgs)	SPECIAL	$3,000.00	
	Meeting Room (6 mtgs)	SPECIAL	$1,200.00	
	Advertisement (12)	SPECIAL	$6,000.00	
	Mylar Plots Outside reproduction	SPECIAL	$400.00	
	Travel - (inside Willacy County) -Mileage	SPECIAL	$2,000.00	
	Travel (outside Willacy County) - Mileage	SPECIAL	$1,000.00	
	Travel - Lodging	SPECIAL	$0.00	
	Travel - Meals	SPECIAL	$0.00	
	Travel - Airfare	SPECIAL	$0.00	
	Travel - Rental Vehicle	SPECIAL	$0.00	
	FedEx Courier / Runner Service	SPECIAL	$550.00	
	Outside reproduction	SPECIAL	$3,000.00	
	Film / Video	SPECIAL	$150.00	
	Exhibits, Map Resources	SPECIAL	$250.00	
	Plant Taxonomist Services	SPECIAL	$500.00	
	Travel - (inside Willacy County) -Mileage	SPECIAL	$2,500.00	
	Travel (outside Willacy County) - Mileage	SPECIAL	$1,000.00	
	Travel - Lodging (2 people X 30 days/each)	SPECIAL	$6,000.00	
	Travel - Meals (2 people X 30 days/each)	SPECIAL	$3,000.00	
	Travel - Airfare (2 people x 6 trips/each)	SPECIAL	$3,000.00	
	Travel - Rental Vehicle (6 trips)	SPECIAL	$450.00	
	Sub Total (NON-LABOR)			**$67,634.22**
	PROJECT TOTAL			**$2,490,000.00**

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between the **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, acting herin by and through the **BOARD OF DIRECTORS**, hereinafter called the "**Owner**", and **S&B INFRASTRUCTURE, LTD.**, professional engineers of McAllen, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 20th day of April 2010 concerning engineering and management services for the anticipated duration of the planning, preliminary engineering, final design and construction of the facilities for Phase II of the Hidalgo County Master Drainage System, which is comprised of ***the design and expansion of the Raymondville Drain Outfall System*** (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____
_____; and,

WHEREAS, it has become necessary to amend the contract to _____
_____

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to _____
_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
S&B INFRASTRUCTURE, LTD.

BY: _____
_____, (officer title)

THE OWNER:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____
_____, Chairman of the Board

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

Certificate of Insurance Form – Hidalgo County

Hidalgo County
CERTIFICATE OF INSURANCE

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: **Hidalgo County** as an **Additional Insured** for coverages 3 and 4, and a **Waiver of Subrogation** in favor of the **Hidalgo County** under coverages 2, 3 and 4. Only certificates of insurance published by **Hidalgo County** are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

SECTION 1 IDENTIFICATION DATA

1.1 Insured Name (of Engineer, Consultant or Contractor)

1.2 Street/Mailing Address

1.3 City	1.4 State	1.5 Zip

1.6 Phone Number
Area Code ( )

SECTION II TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. ***WORKERS' COMPENSATION***				
	2.1	2.2	2.3	Statutory Texas
Endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**				
3. ***COMMERCIAL GENERAL LIABILITY***				
Bodily Injury/Property Damage	3.1	3.2	3.3	$2,000,000 combined single limit each occurrence and in the aggregate
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**				
4. ***TEXAS BUSINESS AUTOMOBILE POLICY***				
A. Bodily Injury	4.1	4.2	4.3	$250,000 ea. Person $500,000 ea. Occurrence
B. Property Damage	4.4	4.5	4.6	$100,000 ea. Occurrence
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**.				
5. ***PROFESSIONAL LIABILITY***				
	5.1	5.2	5.3	$2,000,000 combined single limit each occurrence and in the aggregate

SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below. Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and **Hidalgo County**.

THIS IS TO CERTIFY to **Hidalgo County** that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company			7.1 Name of Authorized Agent		
6.2 Company Address			7.2 Agent's Address		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
7.6 Authorized Agent's Phone No. Area Code ( )			Original Signature of Authorized Agent Date		

Hidalgo County

CERTIFICATE OF INSURANCE (Back of Form)

Hidalgo County
Certificate of Insurance Requirements

Only the Hidalgo County Certificate of Insurance (COI) forms are acceptable as proof of insurance.

The named insured on the COI and the name of the Engineer, Consultant, or Contractor, as it appears on the Agreement for Professional Services, must be the same.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

WORKER'S COMPESATION

The following requirements apply to *WORKER'S COMPENSATION* coverage:

- If the Engineer, Consultant, or Contractor has *any* employees, in addition to himself/herself, then the Engineer, Consultant, or Contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the Engineer, Consultant or Contractor (spouse, sons, daughters) must be covered by workers' compensation insurance if such relatives are employees of the named insured.

GROUP HEALTH insurance may not be substituted for *WORKERS' COMPENSATION* insurance.

COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY insurance is usually sold in only Combined Single Limit coverage. In the event the coverages are specified separately, they must be *at least* these amounts:

Bodily Injury	-	$1,500,000 each occurrence
Property Damage	-	$500,000 each occurrence
		$2,000,000 aggregate

Note: This coverage was previously known as Comprehensive General Liability insurance. Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

TEXAS BUSINESS AUTOMOBILE POLICY

The coverage amount for a *TEXAS BUSINESS AUTOMOBILE POLICY* may be shown as a minimum of $850,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is *not* an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

EXHIBIT "F"

Certificate of Insurance Form – Hidalgo County

Hidalgo County
CERTIFICATE OF INSURANCE

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: **Hidalgo County** as an **Additional Insured** for coverages 3 and 4, and a **Waiver of Subrogation** in favor of the **Hidalgo County** under coverages 2, 3 and 4. Only certificates of insurance published by **Hidalgo County** are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

SECTION 1 IDENTIFICATION DATA

1.1 Insured Name (of Engineer, Consultant or Contractor) S & B Infrastructure, Ltd.

1.2 Street/Mailing Address 3535 Sage Rd

1.3 City	1.4 State	1.5 Zip
Houston	TX	77056

1.6 Phone Number
Area Code (713) 845-4605

SECTION II TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. *WORKERS' COMPENSATION*	2.1 WC5343767-06	2.2 01-01-11	2.3 01-01-12	Statutory Texas
Endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**				
3. *COMMERCIAL GENERAL LIABILITY*				
Bodily Injury/Property Damage	3.1 GLO3729647-06	3.2 01-01-11	3.3 01-01-12	$2,000,000 combined single limit each occurrence and in the aggregate
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**				
4. *TEXAS BUSINESS AUTOMOBILE POLICY*				
A. Bodily Injury	4.1 BAP3729648-06	4.2 01-01-11	4.3 01-01-12	$250,000 ea. Person $500,000 ea. Occurrence
B. Property Damage	4.4 BAP3729648-06	4.5 01-01-11	4.6 01-01-12	$100,000 ea. Occurrence
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**.				
5. *PROFESSIONAL LIABILITY*				
	5.1 EOC5343434-06	5.2 01-01-11	5.3 01-01-12	$2,000,000 combined single limit each occurrence and in the aggregate

SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below. Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and **Hidalgo County**.

THIS IS TO CERTIFY to **Hidalgo County** that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company			7.1 Name of Authorized Agent		
Zurich American Insurance Co			ProTECH Insurance Agency, Inc		
6.2 Company Address			7.2 Agent's Address		
1400 American Lane			3120 Southwest Freeway, Suite 100		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
Schaumburg	IL	60196	Houston	TX	77098

7.6 Authorized Agent's Phone No.
Area Code (713) 520-1090

Original Signature of Authorized Agent C.S. Madeira — Date 12-31-10

Hidalgo County

CERTIFICATE OF INSURANCE (Back of Form)

Hidalgo County

Certificate of Insurance Requirements

Only the Hidalgo County Certificate of Insurance (COI) forms are acceptable as proof of insurance.

The named insured on the COI and the name of the Engineer, Consultant, or Contractor, as it appears on the Agreement for Professional Services, must be the same.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

WORKER'S COMPESATION

The following requirements apply to *WORKER'S COMPENSATION* coverage:

- If the Engineer, Consultant, or Contractor has *any* employees, in addition to himself/herself, then the Engineer, Consultant, or Contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the Engineer, Consultant or Contractor (spouse, sons, daughters) must be covered by workers' compensation insurance if such relatives are employees of the named insured.

GROUP HEALTH insurance may not be substituted for *WORKERS' COMPENSATION* insurance.

COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY insurance is usually sold in only Combined Single Limit coverage. In the event the coverages are specified separately, they must be *at least* these amounts:

Bodily Injury	-	$1,500,000 each occurrence
Property Damage	-	$500,000 each occurrence
		$2,000,000 aggregate

Note: This coverage was previously known as Comprehensive General Liability insurance. Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

TEXAS BUSINESS AUTOMOBILE POLICY

The coverage amount for a *TEXAS BUSINESS AUTOMOBILE POLICY* may be shown as a minimum of $850,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is *not* an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

EXHIBIT "G"

Computer Documents and Information Exchange

PURPOSE. The purpose of this exhibit is to define the format for computer files and information exchange pertaining to the **Project** as identified and more particularly described in **EXHIBIT "B1"** attached to this Agreement. Recognizing that there will be several team members participating in the development of the overall **Project**, and taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for consistency in document development for the purpose of review and production to help facilitate an economically efficient product.

FORMAT OF COMPUTER FILES FURNISHED TO THE OWNER BY THE ENGINEER. All computer document files furnished to the **Owner** by the **Engineer** shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the **Engineer** and provided to the **Owner**. It is the intent of the **Engineer** and this Agreement to secure computer files from all **Project Team** members that are composed of elements of the same precision, integrity, singularity and attributes.

GRAPHIC FILES. The **Engineer** shall prepare graphic files that can be reviewed and plotted utilizing Microstation software. The graphics files submitted must be compatible with the Microstation Cad System without conversion or modifications and must plot consistent with the reproducible plots submitted. Minimum graphic file requirements (element definitions, graphic enitities and attributes) shall be outlined in the ***"Design Policy & Procedures Manual"*** as identified and more particularly described in **EXHIBIT "B"** attached to this Agreement.

MISCELLANEOUS

All plots and graphics media provided by the **Engineer**, as a result of this Agreement, shall be delivered to the **Owner**. Final payment for plan sheet documents and/or associated, applicable engineering files will not be made until the files furnished by the **Engineer** have been demonstrated to be usable in the formats described above and herein.

Purchase Order

COUNTY OF HIDALGO

PO#: 642615

DATE: 07/07/10

VENDOR: 253987 REQ:00178359

Email:

Phone:

S & B INFRASTRUCTURE, LTD
P.O. BOX 266245
HOUSTON TX 77087

Vendor Acct:

BUYER:

SHIP TO: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: VALDE GUERRA
SITE: BUDGET OFFICE

Special Instructions:

Contract No:

VENDOR NOTES:

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-10-164-04-20 EXP 12/31/2011		
1	EACH	PROVIDE GCM SERVICES FOR ADM. AND MGMT.	197,931.00	197,931.00
1	EACH	FINALIZE H&H FOR FINAL DESING FOR NEW DITCH, EDINBURG, LAKE TO GUERRA DETENTION FACILITY	168,000.00	168,000.00
1	EACH	FINALIZE PLAN FORMULATION FOR HIDALGO COUNTY	100,000.00	100,000.00
1	EACH	FINALIZE ECONOMIC STUDIES FOR HIDALGO. CO.	100,000.00	100,000.00
1	EACH	PS&E FOR NEW DITCH, EDINBURG LAKE TO GUERRA DETENTION FACILITY	1,333,333.00	1,333,333.00
1	EACH	COORDINATE AND UPDATE ENVIRONMENTAL FOR HIDALGO COUNTY PORTION	100,000.00	100,000.00
1		TRAVEL TO WASHINGTON D.C.	.00	.00
1	EACH	AIRFARE ROUNDTRIP MCALLEN TO DC	10,000.00	10,000.00
1	EACH	TRAVEL RENTAL CAR	1,400.00	1,400.00
1	EACH	TRAVEL RENTAL CAR GAS	500.00	500.00
1	EACH	TRAVEL LODGING	6,870.00	6,870.00
1	EACH	TRAVEL MEALS	2,130.00	2,130.00
1		TRAVEL TO GALVESTON	.00	.00
1	EACH	TRAVEL AIRFARE ROUNDTRIP - MCALLEN TO GALVESTON	2,400.00	2,400.00
1	EACH	TRAVEL RENTAL CAR	420.00	420.00
1	EACH	TRAVEL RENTAL CAR GAS	150.00	150.00
1	EACH	TRAVEL LODGING	1,536.00	1,536.00
1	EACH	TRAVEL MEALS	852.00	852.00
1		TRAVEL TO FORT WORTH	.00	.00
1	EACH	TRAVEL AIRFARE - ROUNDTRIP MCALLEN TO DFW	1,160.00	1,160.00
1	EACH	TRAVEL RENTAL CAR	280.00	280.00
1	EACH	TRAVEL RENTAL CAR GAS	100.00	100.00
1	EACH	TRAVEL LODGING	244.00	244.00
1	EACH	TRAVEL MEALS	284.00	284.00
1	EACH	REPRODUCTION MISCELLANEOUS	10,585.00	10,585.00

Authorized by: Martha L. Salazar MLS

Purchase Order

COUNTY OF HIDALGO

PO#: 642615

DATE: 07/07/10

VENDOR: 253987 REQ:00178359

Email:

Phone:

S & B INFRASTRUCTURE, LTD
P.O. BOX 266245
HOUSTON TX 77087

Vendor Acct:

BUYER:

SHIP TO: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: VALDE GUERRA
SITE: BUDGET OFFICE

Special Instructions:

Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1		COST PROPOSAL - WILLACY COUNTY	.00	.00
1	EACH	PROVIDE GCM SERVICES FOR ADMINSTRATION AND MGMT.	143,750.00	143,750.00
1	EACH	DEVELOP H&H MODEL (APD ONLY); REVISE/UPDATE DOWNSTREAM MODEL, PERFORM PRELIMINIARY HYDRAULICS	383,333.00	383,333.00
1	EACH	ENGINEERING SITE DEVELOPMENT	181,125.00	181,125.00
1	EACH	ENGINEERING DESIGN ANALYSIS	221,375.00	221,375.00
1	EACH	PLAN FORMULATION	201,250.00	201,250.00
1	EACH	ECONOMIC STUDIES	251,562.00	251,562.00
1	EACH	COST ESTIMATES	50,313.00	50,313.00
1		TRAVEL TO WASHINGTON DC	.00	.00
1	EACH	TRAVEL AIRFARE ROUNDTRIP MCALLEN TO DC	10,000.00	10,000.00
1	EACH	TRAVEL RENTAL CAR	1,400.00	1,400.00
1	EACH	TRAVEL RENTAL CAR GAS	500.00	500.00
1	EACH	TRAVEL LODGING MEALS	6,870.00	6,870.00
1		TRIP TO GALVESTON	.00	.00
1	EACH	TRAVEL AIRFARE ROUNDTRIP MCALLEN - GALVESTON	2,400.00	2,400.00
1	EACH	TRAVEL RENTAL CAR	420.00	420.00
1	EACH	TRAVEL RENTAL CAR GAS	150.00	150.00
1	EACH	TRAVEL LODGING	1,536.00	1,536.00
1	EACH	TRAVEL MEALS	852.00	852.00
1	EACH	TRAVEL TO FORT WORTH (ROUNDTRIP MCALLEN TO DFW)	1,160.00	1,160.00
1	EACH	TRAVEL RENTAL CAR	140.00	140.00
1	EACH	TRAVEL RENTAL CAR GAS	50.00	50.00
1	EACH	TRAVEL LODGING	244.00	244.00
1	EACH	TRAVEL MEALS	283.00	283.00
1	EACH	MILEAGE SITE VISIT	2,500.00	2,500.00
1	EACH	TRAVEL MEALS	2,130.00	2,130.00
1	EACH	MILEAGE SITE VISIT	1,250.00	1,250.00
1	EACH	REPRODUCTION/MISCELLANEOUS	7,232.00	7,232.00

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 642615

DATE: 07/07/10

VENDOR: 253987 REQ:00178359

Email:

Phone:

S & B INFRASTRUCTURE, LTD
P.O. BOX 266245
HOUSTON TX 77087

Vendor Acct:

BUYER:

SHIP TO: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: VALDE GUERRA
SITE: BUDGET OFFICE

Special Instructions:

Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1		IDENTIFY STAKEHOLDERS AND AFFECTED AGENCIES	12,187.80	12,187.80
1	EACH	DEVELOP/MAINTAIN STAKEHOLDER LIST; IDENTIFY STATE, FEDERAL AND LOCAL AGENCIES, IDENTIFY NON-PROFIT ORG.	10,250.30	10,250.30
1	EACH	ROSTER, COORDINATRE, CONDUCT MEETING NOTES, FOLLOW UP	14,357.10	14,357.10
1	EACH	PROJECT DEVELOPMENT MEETING ATTEND	2,841.48	2,841.48
1	EACH	REVIEW PRELIMINARY DATA, REVIEW LAND USE MAPS, REVIEW TAX RECORDS, ETC	50,606.40	50,606.40
1	EACH	IDENTIFY EVALUATION ISSUES	17,187.80	17,187.80
1	EACH	IDENTIFY DESIGN CONCERNS	23,993.60	23,993.60
1	EACH	CONDUCT PRELIMINARY FIELD RECONNAISSANCE/LAND USE/SOCIO-ECONOMIC/RELOCATION DATA	28,800.00	28,800.00
1	EACH	ECOLOGY/WETLANDS/ENDANGERED SPECIES	28,800.00	28,800.00
1	EACH	HAZARDOUS MATERIALS	28,800.00	28,800.00
1	EACH	CULTURAL HISTORICAL SURVEY	28,800.00	28,800.00
1	EACH	DEVELOP CONSTRAINTS MATRIX	23,213.10	23,213.10
1	EACH	DOCUMENT PROJECT NEED AND DESCRIPTION	20,456.05	20,456.05
1	EACH	PREPARE PRELIMINARY SCOPING DOCUMENT AND WRITE COORDINATION LETTERS TO SHC, USFWS, TPWD, USCG, IBWC, NRCS, FEMA, TNRCC, ETC	31,691.90	31,691.90
1	EACH	SCOPING MEETING 1	2,841.48	2,841.48
1	EACH	SCOPING MEETING 2	2,841.48	2,841.48
1	EACH	SCOPING MEETING 3	2,841.48	2,841.48
1		DATA COLLECTION/ANALYSIS FOR AFFECTED ENVIRONMENT - SOCIO ECONOMIC RESOURCES	.00	.00
		LAND USE		
1	EACH	LAND USE	37,913.00	37,913.00
1	EACH	NEIGHBORHOOD COHESION ISSUES	29,222.00	29,222.00
1	EACH	RESIDENTIAL/BUSINESS RELOCATIONS	20,531.00	20,531.00
1	EACH	PUBLIC OWNED LANDS & FACILITIES	20,531.00	20,531.00
1	EACH	POPULATION DEMOGRAPHICS AND ENV. JUSTICE	37,913.00	37,913.00

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 642615

DATE: 07/07/10

VENDOR: 253987 REQ:00178359

Email:

Phone:

S & B INFRASTRUCTURE, LTD
P.O. BOX 266245
HOUSTON TX 77087

Vendor Acct:

BUYER:

SHIP TO: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: VALDE GUERRA
SITE: BUDGET OFFICE

Special Instructions:

Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1		PHYSICAL RESOURCES:	.00	.00
1	EACH	TOPOGRAPHY	29,222.00	29,222.00
1	EACH	GEOLOGY	20,531.00	20,531.00
1	EACH	SOILS (PRIME/UNIQUE FARMLAND)	20,531.00	20,531.00
1	EACH	GROUNDWATER/SURFACE WATER	20,531.00	20,531.00
1	EACH	FLOODPLAIN AND DRAINAGE ISSUES	20,531.00	20,531.00
1	EACH	WATER QUALITY	20,531.00	20,531.00
1	EACH	AIR QUALITY	20,531.00	20,531.00
1	EACH	NOISE IMPACTS	29,222.00	29,222.00
1		BIOLOGICAL RESOURCES	.00	.00
1	EACH	NATIVE VEGITATION	29,551.00	29,551.00
1	EACH	NATURAL ECONOLOGY	29,551.00	29,551.00
1	EACH	WILDLIFE HABITAT	29,551.00	29,551.00
1	EACH	POTENTIAL WETLANDS	29,551.00	29,551.00
1	EACH	ENDANGERED/THREATENED SPECIES	29,551.00	29,551.00
1		CULTURAL/URBAN RESOURCES:	.00	.00
1	EACH	HISTORICAL SITES	18,358.00	18,358.00
1	EACH	ARCHAEOLOGICAL SITES	18,358.00	18,358.00
1	EACH	HAZARDOUS MATERIALS ASSESSMENT-HAZARDOUS MATERIALS	20,531.00	20,531.00
1	EACH	SPECIAL STUDIES	250,000.00	250,000.00
1	EACH	CULTURAL RESOURCES	974.00	974.00
1	EACH	HISTORIC RESEARCH	15,962.00	15,962.00
1	EACH	COORDINATION WITH SUBPROVIDERS ON CULTURAL RESOURCE SERVICES (ESTIMATED)	24,430.00	24,430.00
1	EACH	COORDINATION WITH SUBPROVIDERS ON ARCHAEOLOGICAL RESOURCE SERVICES (ESTIMATED)	7,494.00	7,494.00
1	EACH	BIOLOGICAL RESOURCES	25,008.00	25,008.00
1	EACH	WETLAND EVALUATION, PERMITTING, ALTERNATIVES, AND MITIGATION (EST.)	61,138.50	61,138.50
1	EACH	BIO COMMUNITY ASSESSMENT, BENTHIC STUDIES (EST.)	39,666.00	39,666.00

Authorized by: Martin L. Salazar mdl

Purchase Order
COUNTY OF HIDALGO

PO#: 642615

DATE: 07/07/10

VENDOR: 253987 REQ:00178359

Email:

Phone:

S & B INFRASTRUCTURE, LTD
P.O. BOX 266245
HOUSTON TX 77087

Vendor Acct:

BUYER:

SHIP TO: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: VALDE GUERRA
SITE: BUDGET OFFICE

Special Instructions:

Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	THREATENED/ENDANGERED SPECIES, HABITAT ASSESSMENT, PRESENCE/ABSENCE SURVEY, SECTION 7 OF ESA, BIOLOGICAL OPINION	122,277.00	122,277.00
1	EACH	ECOLOGICAL INVESTIGATIONS	68,466.00	68,466.00
1	EACH	PHYSICAL RESOURCES - AIR QUALITY ANALYSIS	32,466.00	32,466.00
1	EACH	SEDIMENT ANALYSIS	58,631.00	58,631.00
1	EACH	WATER QUALITY ANALYSIS	53,835.00	53,835.00
1		PERMITS/CERTIFICATIONS AND/OR NOTIFICATIONS	.00	.00
1	EACH	COORDINATION WITH CITY, COUNTY AND AGENCY OFFICIALS	29,222.00	29,222.00
1	EACH	DEVELOP AND MAINTAIN A LIST OF LOCAL PERMIT REQUIREMENTS	24,878.50	24,878.50
1	EACH	WATER QUALITY CERTIFICATIONS	30,585.50	30,585.50
1	EACH	PRE-CONSTRUCTION NOTIFICATIONS	23,385.50	23,385.50
1		MISCELLANEOUS:	.00	.00
1	EACH	EXAMINE/DETERMINE NEED FOR MODELING	17,435.50	17,435.50
1	EACH	FINALIZE CONSTRAINTS MAPPING	13,090.00	13,090.00
1	EACH	BENTHIC STUDIES	50,000.00	50,000.00
1		DRAFT ENVIRONMENTAL DOCUMENT	.00	.00
1		DATA REVIEW/EVALUATION; IDENTIFY CUMM IMPACTS	22,905.90	22,905.90
1	EACH	WRITE/SUBMIT FINAL DRAFT SEIS - ANTICIPATE FONSI	31,596.90	31,596.90
1	EACH	INCORPORATE COMMENTS AND SUBMIT REVISED DRAFT	22,905.90	22,905.90
1	EACH	INCORPORATE FINAL COMMENTS	21,647.10	21,647.10
1		PUBLIC INVOLVEMENT: PUBLIC INFO. WORKSHOP #1 - WILLACY COUNTY	.00	.00
1	EACH	COORDINATE, ADVERTISE, PREPARE AGENDA, ROSER MEEITNG ROOM, COURT REPORTER, PICTURES, MAIL OUT	8,692.00	8,692.00
1	EACH	ATTEND	4,812.32	4,812.32
1	EACH	CONDUCT MEETING, PREPARE MEETING REPORT	4,495.70	4,495.70
1		PUBLIC INFORMATION WORKSHOP #2 - WILLACY COUNTY	.00	.00
1	EACH	COORDINATE, ADVERTISE, PREPARE AGENDA, ROSTER MEETING ROOM, COUR REPORTER, PICTURES, MAIL OUTS	8,692.00	8,692.00

Authorized by: Martha L. Salazar mlw

Purchase Order

COUNTY OF HIDALGO

PO#: 642615

DATE: 07/07/10

VENDOR: 253987 REQ:00178359

Email:

Phone:

S & B INFRASTRUCTURE, LTD
P.O. BOX 266245
HOUSTON TX 77087

Vendor Acct:

BUYER:

SHIP TO: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: VALDE GUERRA
SITE: BUDGET OFFICE

Special Instructions:

Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	ATTEND	4,812.32	4,812.32
1	EACH	CONDUCT MEETING, PREPARE MEETING REPORT	4,495.70	4,495.70
1		PUBLIC MEETING #1 - WILLACY COUNTY	.00	.00
1	EACH	COORD.; ADVERTISE, PREPARE AGENDA, ROSTER, MEETING ROOM, COURT REPORTER, PICTURES, MAIL OUTS	8,692.00	8,692.00
1	EACH	ATTEND	4,812.32	4,812.32
1	EACH	CONDUCT MEETING, PREPARE MEETING REPORT	4,495.70	4,495.70
1		PUBIC MEETING #2 - WILLACY COUNTY	.00	.00
1	EACH	COORDINATE; ADVERTISE, PREPARE AGENDA, ROSTER MEETING ROOM, COURT REPORTER, PICTURES, MAIL-OUTS	8,692.00	8,692.00
1	EACH	ATTEND	4,812.32	4,812.32
1	EACH	CONDUCT MTG, PREPARE MEETING REPORT	4,495.70	4,495.70
1		PUBLIC HEARING #1 - WILLACY COUNTY	.00	.00
1	EACH	COORD.; ADVERTISE, PREPARE AGENDA, ROSTER MEETING ROOM, COURT REPORTER, PICTURES, MAIL-OUTS	13,037.60	13,037.60
1	EACH	ATTEND	4,812.32	4,812.32
1	EACH	CONDUCT MTG. PREPARE MEETING SCHOOL	8,991.40	8,991.40
1		PUBLIC HEARING #2 - WILLACY COUNTY	.00	.00
1	EACH	COORD; ADVERTISE, PREPARE AGENDA, ROSTER MEETING ROOM, COURT REPORTER, PICTURES, MAIL-OUTS	11,299.40	11,299.40
1	EACH	ATTEND	4,812.32	4,812.32
1	EACH	CONDUCT MTG. PREPARE MEETING REPORT	8,991.40	8,991.40
1		AGENCY COORDINATION - DOCUMENT REVIEW	.00	.00
1	EACH	COORDINATE WITH USACE ON THE NOTICE OF INTENT	10,640.40	10,640.40
1	EACH	PREPARE AND PUBLISH NOI	14,116.80	14,116.80
1	EACH	COORD. WITH USACE ON THE DRAFT EIS	19,422.40	19,422.40
1	EACH	ASSIST USACE WITH SAFETEA-LU REQUIREMENTS FOR THE DRAFT EIS	5,664.56	5,664.56
1	EACH	PREPARE AND PUBLICIZE THE DRAFT EIS NOTICE OF AVAILIBILITY	6,054.16	6,054.16

Authorized by: Martha L. Salazar mlw

Purchase Order
COUNTY OF HIDALGO

PO#: 642615

DATE: 07/07/10

VENDOR: 253987 REQ:00178359

Email:

Phone:

S & B INFRASTRUCTURE, LTD
P.O. BOX 266245
HOUSTON TX 77087

Vendor Acct:

BUYER:

SHIP TO: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: VALDE GUERRA
SITE: BUDGET OFFICE

Special Instructions:

Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	COORDINATE WITH USACE ON FINAL EIS	11,989.00	11,989.00
1	EACH	ASSIST USACE WITH SAFETEA-LU REQUIREMENTS FOR THE FINAL EIS	5,664.56	5,664.56
1	EACH	PREPARE AND PUBLICIZE THE FINAL EIS NOTICE OF AVAILIBILITY	6,054.16	6,054.16
1	EACH	PROGRESS MEETINGS - MEET EVERY OTHER MONTH WITH USACE; ENGINEER PREPARES MEETING MINUTES	30,852.55	30,852.55
1	EACH	QUALITY CONTROL/QUALITY ASSURANCE: ENGINEER PERFORMS QA/QC ON DELIVERABLES	114,919.20	114,919.20
1		NON-LABOR PHASE 1	.00	.00
1	EACH	FED EX COURIER/RUNNER SERVICE	300.00	300.00
1	EACH	OUTSIDE REPRODUCTION	500.00	500.00
1	EACH	FILM/VIDEO	250.00	250.00
1	EACH	EXHIBITS	250.00	250.00
1	EACH	GPS EQUIPMENT	3,000.00	3,000.00
1	EACH	PHOTO COPIES (8-1/2X11)	500.00	500.00
1	EACH	PHOTOCOPIES (11X17)	250.00	250.00
1	EACH	COLOR PHOTOCOPIES (8-1/2 X 11)	150.00	150.00
1	EACH	COLOR PHOTOCOPIES (11X17)	175.00	175.00
1	EACH	TRAVEL INSIDE WILLACY COUNTY MILEAGE	2,000.00	2,000.00
1	EACH	TRAVEL OUTSIDE WILLACY COUNTY - MILEAGE	1,000.00	1,000.00
1	EACH	TRAVEL LODGING	1,000.00	1,000.00
1	EACH	TRAVEL MEALS	700.00	700.00
1	EACH	TRAVEL AIRFARE	2,500.00	2,500.00
1	EACH	TRAVEL RENTAL VEHICLE	400.00	400.00
1		PHASE 2	.00	.00
1	EACH	FED EX COURIER/RUNNER SERVICE	299.22	299.22
1	EACH	REGULAR MAIL LETTERS	500.00	500.00
1	EACH	REPRODUCTIONS (8-1/2 X 11)	500.00	500.00
1	EACH	REPRODUCTIONS (24X36)	2,700.00	2,700.00

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 642615

DATE: 07/07/10

VENDOR: 253987 REQ:00178359

Email:

Phone:

S & B INFRASTRUCTURE, LTD
P.O. BOX 266245
HOUSTON TX 77087

Vendor Acct:

BUYER:

SHIP TO: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: VALDE GUERRA
SITE: BUDGET OFFICE

Special Instructions:

Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	EXHIBITS	250.00	250.00
1	EACH	ENVIRON. DATA REPORTS	6,000.00	6,000.00
1	EACH	TRAVEL INSIDE WILLACY COUNTY - MILEAGE	2,000.00	2,000.00
1	EACH	TRAVEL OUTSIDE WILLACY COUNTY - MILEAGE	1,000.00	1,000.00
1	EACH	TRAVEL LODGING	300.00	300.00
1	EACH	TRAVEL MEALS	120.00	120.00
1	EACH	TRAVEL AIRFARE	440.00	440.00
1	EACH	TRAVEL RENTAL VEHICLE	400.00	400.00
1		PUB. INV.	.00	.00
1	EACH	OUTSIDE REPRODUCTION	1,500.00	1,500.00
1	EACH	FILM/VIDEO	150.00	150.00
1	EACH	EXHIBITS	2,500.00	2,500.00
1	EACH	POSTAGE	2,000.00	2,000.00
1	EACH	COURT REPORTER (6MTGS)	3,000.00	3,000.00
1	EACH	MEETING ROOM (6 MTGS)	1,200.00	1,200.00
1	EACH	ADVERTISEMENT (12)	6,000.00	6,000.00
1	EACH	MYLAR PLOTS OUTSIDE REPRODUCTION	400.00	400.00
1	EACH	TRAVEL INSIDE WILLACY COUNTY MILEAGE	2,000.00	2,000.00
1	EACH	TRAVEL OUTSIDE WILLACY COUNTY MILEAGE	1,000.00	1,000.00
1	EACH	FED EX COURIER/RUNNER SERVICES	550.00	550.00
1	EACH	OUTSIDE REPRODUCTION	3,000.00	3,000.00
1	EACH	FILM/VIDEO	150.00	150.00
1	EACH	EXHIBITS, MAP RESOURCES	250.00	250.00
1	EACH	PLANT TAXONOMIST SERVICES	500.00	500.00
1	EACH	TRAVEL INSIDE WILLACY COUNTY - MILEAGE	2,500.00	2,500.00
1	EACH	TRAVEL OUTSIDE WILLACY COUNTY - MILEAGE	1,000.00	1,000.00
1	EACH	TRAVEL LODGING 2 PEOPLE X 30 DAYS EACH	6,000.00	6,000.00
1	EACH	TRAVEL MEALS (2 PEOPLE X 30 DAYS)	3,000.00	3,000.00

Authorized by: Martha L. Salazar mlw

Purchase Order

COUNTY OF HIDALGO

PO#: 642615

DATE: 07/07/10

VENDOR: 253987 REQ:00178359

Email:

Phone:

S & B INFRASTRUCTURE, LTD
P.O. BOX 266245
HOUSTON TX 77087

Vendor Acct:

BUYER:

SHIP TO: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: VALDE GUERRA
SITE: BUDGET OFFICE

Special Instructions:

Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	AIRFARE (2 PEOPLE X 6 TRIPS EACH)	3,000.00	3,000.00
1	EACH	TRAVEL RENTAL VEHICLE (6TRIPS)	450.00	450.00
1	EACH	SCOPING MEETING (RESOURCE AGENCIES) - AGENDA RROSTER, COORD, CONDUCT, MEETING NOTES, FOLLOW UP	24,458.20	24,458.20
1	EACH	DATA REVIEW/EVALUATION IDENTIFY CUMM IMPACTS	36,625.90	36,625.90
1	EACH	WRITE/SUBMIT DRAFT SIES - ANTICPATE FONSI	45,316.90	45,316.90
1	EACH	INCORPORATE COMMENTS AND SUBMIT REVISED DRAFT	27,934.90	27,934.90
1	EACH	INCORPORATE FINAL COMMENTS	27,455.30	27,455.30
1		PHASE III FINAL SEIS AND PUBLIC INVOLVEMENT	.00	.00
		Total		6,000,000.00

****

For Hidalgo County use only

0-1341-431-50-115-078-0-733 6,000,000.00

Approved

Authorized by: Maritza L. Salazar mlw

S&B INFRASTRUCTURE, LTD.
Engineering ◇ Management ◇ Technology

JUL 07 2010

Project Memorandum

HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
Design and Expansion of the Raymondville Drain
Contract No. C-10-164-04-20

THE COUNTY OF HIDALGO TEXAS

HCDD#1

S&BI Project No. U1445

7 July 2010

TO: **Hidalgo County Purchasing Department**
Attn: Martha L. Salazar, Hidalgo County Purchasing Agent
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4862 fax (956) 318-2629

FROM: ***Sharlotte L. Teague, PE***
Senior Project Manager
S&B Infrastructure, Ltd. - McAllen

SUBJECT: **Notice to Proceed**

As requested, transmitted on this date and attached is the acknowledged / signed Notice to Proceed for the above referenced contract.

As always, if you have any questions, please do not hesitate to contact us at anytime.

attachments: as listed above

cc: project files (U1445 – correspondence)

5408 North 10th Street • McAllen, Texas 78504-2711
(956) 926-5000 • Fax (956) 994-0427

PURCHASING DEPARTMENT
County Of Hidalgo

NOTICE TO PROCEED

TO: Godfrey Garza, Jr./District Manager
Hidalgo County Drainage District #1

S&B Infrastructure, LTD.
5408 North 10th Street
McAllen, Texas 78504

FROM: Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

PROJECT NAME: Hidalgo County–"Design and Expansion Of The Raymondville Drain Outfall"

CONTRACT NO.: C-10-164-04-20

DATE: July 6, 2010

Gentlemen:

Let this serve as a formal notice to proceed for the Professional Engineering Services For The: Design and Expansion Of The Raymondville Drain Outfall, awarded project as referenced above.

Please review and abide by "Contract No: 2010-164-04-20" and requirements prior to commencing with work. Any deviations must be submitted in writing to Mr. Godfrey Garza, Jr., District Manager for Hidalgo County Drainage District #1 and will require Commissioners Court approval.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is HEREBY ACKNOWLEDGED BY:

Contractor: **Daniel O. Rios / S&B Infrastructure, LTD.**

Signature: Daniel O. Rios

Name and Title: Daniel O. Rios SR VICE PRESIDENT

Zimbra **marianella.canton@co.hidalgo.tx.us**

Fwd: Raymondville Drain Interlocal

From : Rey Salazar <rey.salazar@co.hidalgo.tx.us> Fri, Aug 16, 2013 03:22 PM
Subject : Fwd: Raymondville Drain Interlocal
To : Marianella Canton <marianella.canton@co.hidalgo.tx.us>

Rey Salazar
Director, Strategic Planning Division
Department of Budget and Management
2818 S. Business Hwy. 281
Edinburg, Tx. 78541
(956) 292-7025 Phone
(956) 292-7035 Fax

From: "Steve Crain" <scrain@atlashall.com>
To: "Rey Salazar" <rey.salazar@co.hidalgo.tx.us>
Sent: Friday, August 16, 2013 3:02:50 PM
Subject: RE: Raymondville Drain Interlocal

I had to convert from an interlocal to an assignment. I am waiting for it to be typed. It should be ready by Monday.

From: Rey Salazar [mailto:rey.salazar@co.hidalgo.tx.us]
Sent: Friday, August 16, 2013 2:21 PM
To: scrain
Cc: Rolando Garcia
Subject: Raymondville Drain Interlocal

Hello Mr. Crain,

Have you had an opportunity to review and opine on the Raymondville Drain Interlocal with the Drainage District? This was regarding the sale of the engineering plans. We will be including this item for approve next Tuesday 8/20/13.

Please advice.

R/

Rey Salazar
Director, Strategic Planning Division
Department of Budget and Management
2818 S. Business Hwy. 281
Edinburg, Tx. 78541
(956) 292-7025 Phone
(956) 292-7035 Fax

AI-40251 **Budget and Management 19. D. 1.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Precinct No.4 **Submitted By:** Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

A. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the sale of land, also referred to the Aguilar and Dickerson Ponds to Hidalgo County Drainage District No.1.

B. Approval of 2013 appropriation of funds in the total amount of $389,100.00 for FM 2220 (Ware Rd) TxDOT project (CJS: 2094-01-038)

BACKGROUND

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Rolando Garcia Started On: 08/16/2013 09:53 AM

Final Approval Date: 08/16/2013

DATE: August 19, 2013

DEPARTMENT HEAD: Sergio Cruz

2013
Appropriation

DEPARTMENT NAME: Department of Budget & Management for:
Precinct No.4 - TxDOT Ware Rd (FM 2220)

ACCOUNT NUMBER: 3-1315-431-00-124-135-0-841

CONTACT PERSON: Rolando Garcia Jr. **PHONE:** 292-7025 ext. 5413

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
3-1303-392-00-000-000-0-000	SALE OF CO ASSETS-SALE OF CAPITAL ASSETS	(389,100.00)
3-1303-491-01-000-315-0-891	TRANSFERS OUT-TXDOT PROJECTS	389,100.00
TO		
3-1315-391-01-000-303-0-000	TRANSFERS IN-SALE OF CO ASSETS	389,100.00
3-1315-431-00-124-135-0-841	TXDOT-WARE RD (M3N-M5N)-AID TO GOVT AGENCY	389,100.00
	TOTAL BUDGET INCREASE (DECREASE)	**389,100.00**

REASON: Appropriation for professional engineering services expenditures related to FM 2220 (Ware Rd) project. Reference AI-39839 CC 08/20/13

DEPARTMENT HEAD SIGNATURE

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

AI-40127 **Budget and Management 19. D. 2.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Precinct No.1 **Submitted By:** Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

TxDOT (1315):
A. Approval of 2013 appropriation of funds from unreserved fund balance (1315) to program (039) Mile 6W project in the amount of $40,728.20

B. Approval of 2013 appropriation of fund from unreserved fund balance (1315) to program (040) Mile 2W project in the amount of $87,700.00

BACKGROUND

Mile 6W funding for WA#2 with TEDSI
Mile 2W funding for WA#3 with TEDSI

Fiscal Impact

FISCAL YEAR: 13 **ACCT. #:** 3-1315-431-00-121-0XX-0-731

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

BUDGETARY IMPACT:

available balance as of 08/09/13.

*Refer to SIB Loan funding

Attachments

Appropriation Mile 2W
Appropriation Mile 6W

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Rolando Garcia Started On: 08/09/2013 01:50 PM

Final Approval Date: 08/16/2013

DATE: August 9, 2013

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Precinct No.1 - TxDOT Mile 2W Project

ACCOUNT NUMBER: 3-1315-431-00-121-040-0-731

Contact Person: Rolando Garcia **Ph#** 956-292-7025 x.5761

2013
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
3-1315-431-00-121-040-0-731	TXDOT-MILE 2 WEST(MILE12-US83)-ROADS	$87,700.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 87,700.00

REASON: Appropriation for Mile 2W project to utilize SIB loan funding for WA#3 with TEDSI Infrastructure Inc.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: August 9, 2013

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Precinct No.1 - TxDOT Mile 6W Project

ACCOUNT NUMBER: 3-1315-431-00-121-039-0-731

Contact Person: Rolando Garcia **Ph#** 956-292-7025 x.5413

2013
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
3-1315-431-00-121-039-0-731	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	$40,728.20
	TOTAL BUDGET INCREASE (DECREASE)	$ 40,728.20

REASON: Appropriation for Mile 6W project to utilize SIB loan funding for WA#2 with TEDSI Infrastructure Inc.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-40035 **Budget and Management 19. D. 3.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Dina Trevino **Submitted By:** Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 LPPF-1115 Waiver UC (1258):
1. Approval of Certification of Revenue as certified by County Auditor in relation to revenue from the assessment of mandatory payments from the respective hospitals for the Health Care Funding District.
2. Approval of 2013 appropriation of funds in the amount of $10,320,646.00 for the LPPF-1115 Waiver.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1258-444-00-240-006-3-843

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

BUDGETARY IMPACT:

Approval of 2013 appropriation of funds in the amount of $10,320,646.00 for the LPPF-1115 Waiver.

Funds available upon certification of revenue by County Auditor.

Appropriation has been approved by Accounting Division.

Attachments

Certification of Revenue
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/07/2013 03:57 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Patricia Ramos Started On: 08/05/2013 01:22 PM

Final Approval Date: 08/16/2013

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 1, 2013

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the assessment of mandatory payments from the hospitals in the amount of $10,320,646.00 for the Health Care Funding District. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/1/13
Date

HIDALGO COUNTY
BUDGET OFFICE
2013 JUL 32 AM 11 44

HIDALGO COUNTY DISTRICT JUDGES

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

Lone Star National Bank℠

Accounts Cash Management Open An Account Options

My Page Accounts Transactions Statements Account Info

Current Transactions Download Search

Transactions from 07/02/2013 to 08/01/2013

View Transactions
for: GENERAL FUND

Current Balance: $10,094,781.77 Available Balance: $15,787,268.6

View Range: Since Last Statement | 7 Days | 15 Days | **30 Days** | Al

Date:	Ref/Check No:	Description:	Debit:	Debit Code:	Credit:	Credit Code:	Balance
		Confirmation number 731130621					
07/31/2013	731130162	Trsf from COURT COST ACCOUNT Civil/Probate 7/25/13 Daily Confirmation number 731130162			$4,764.00		$13,725,800.34
07/31/2013	731130620	Trsf from SPECIAL REVENUE FUND ST. Comp correction Confirmation number 731130620			$6,263.85		$13,721,036.34
07/31/2013	731130347	Trsf from Motor Vehicle Acct 2716TITLES@5.00 WK 7/5/13 Confirmation number 731130347			$13,580.00		$13,714,772.49
07/31/2013	731130250	Trsf from FEE ACCOUNT Fee Acct 7/29/13 Daily Report Confirmation number 731130250			$18,248.00		$13,701,192.49
07/31/2013	731130349	Trsf from Motor Vehicle Acct REG LIC COMM WK 6/28/13 Confirmation number 731130349			$25,618.45		$13,682,944.49
07/31/2013	731130210	Trsf from 71016031 Tax General Inv#1 Weslaco Rehab Hospital Confirmation number 731130210			$68,494.03		$13,657,326.04
07/31/2013	731130627	Trsf from CAPITAL PROJECT FUND St. Comp correction Confirmation number 731130627			$141,624.00		$13,588,832.01
07/30/2013	382159	Check 382159	-$4.75				$13,447,208.01
07/30/2013	382744	Check 382744	-$9.04				$13,447,212.76
07/30/2013	383083	Check 383083	-$11.30				$13,447,221.80
07/30/2013	383436	Check 383436	-$18.76				$13,447,233.10
07/30/2013	383434	Check 383434	-$18.76				$13,447,251.86
07/30/2013	383524	Check 383524	-$22.60				$13,447,270.62

Account Inquiry - FAINQ01A 7/25/12 9:00 am

Account No 3-1100-227-30-000-022-0-000 Accounting Period 13 Period YTD 317211 pq 07 0 1 -1

Acct. Year 13 Previous Year Info. Description GEN FUND-UNDISTRIBUTED TAXES

Budgets | Open Encumb | Encumb Detail | All Encumb | Checks | Unposted Pay | Unprinted Pay | AJE | Recpts/Inv | Requisitio

Reference No		Date	Received From	Description	Period	Amount
166945	(R)	07-30-2013	CM TAX DEPT. 07/29/13	GHD Invoice #1 Knapp Medical	07	1,064,470.77
166946	(R)	07-30-2013	CM TAX DEPT. 07/29/13	GHD Collection for Invoice #1 DHR	07	3,459,761.94
166947	(R)	07-30-2013	CM TAX DEPT 07/29/13	GHD Invoice #1, ~~Weslaco~~ Hosp. Mission	07	952,820.82
166948	(R)	07-30-2013	CM TAX DEPT. 07/29/13	GHD Inv. #1 Cornerstone Hosp.	07	85,898.07
166949	(R)	07-30-2013	CM TAX DEPT. 07/29/13	GHD Inv. #1 Edbg. Regional	07	2,985,411.44
166950	(R)	07-30-2013	CM TAX DEPT. 07/30/13	RD5 Collection for 07/27/13	07	9.48
166950	(R)	07-30-2013	CM TAX DEPT. 07/30/13	GHD Collection for 07/24/13	07	116,273.88
166970	(R)	07-30-2013	CM TAX DEPT. 07/30/13	GHD Inv. #1 Rio Grande Regional	07	1,494,402.94
166972	(R)	07-30-2013	CM TAX DEPT. 07/30/13	GHD Inv, #1 Lifecare Mgmt. Svc.	07	229,015.76
166917	(R)	07-29-2013	CM TAX DEPT. COLLECTION FOI	07/23/13 GHD	07	78,829.50
166917	(R)	07-29-2013	CM TAX DEPT. COLLECTION FOI	07/23/13 RD15	07	.47
166896	(R)	07-26-2013	CM TAX DEPT. COLLECTIONS F(	07/22/13 RD15	07	.54
166896	(R)	07-26-2013	CM TAX DEPT. COLLECTIONS F(	07/22/13 GHD	07	54,888.07
166829	(R)	07-25-2013	CM TAX DEPT.COLLECTION FOF	07/19/13 RD5	07	.42
166829	(R)	07-25-2013	CM TAX DEPT.COLLECTION FOF	07/19/13 GHD	07	64,084.66
166763	(R)	07-24-2013	CM TAX DEPT.COLLECTIONS F(	07/17/13 RD 5	07	2.05
166763	(R)	07-24-2013	CM TAX DEPT.COLLECTIONS F(	07/17/13 GHD	07	55,055.52
166764	(R)	07-24-2013	CM TAX DEPT.COLLECTIONS F(	07/18/13 GHD	07	57,160.36
166667	(R)	07-19-2013	CM TAX DEPT. 07/19/13	GHD 07/19/13	07	72,585.21
166678	(R)	07-19-2013	CM TAX DEPT. 07/19/13	GHD Collection for 07/16/13	07	83,339.70
jt 20 161827					Amount	105,987,789.41

0 * *

1,064,470.77+
3,459,761.94+
952,820.82+
85,898.07+
2,985,411.44+
1,494,402.94+
229,015.76+
68,494.03+
10,340,275.77*+

1,064,470.77+
3,459,761.94+
952,820.82+
85,898.07+
2,985,411.44+
1,494,402.94+
229,015.76+
68,494.03+
10,340,275.77*+

	Provider Name	Mandatory Payment at .8255%		Administrative Fee	Total Assessment	
001	Columbia Rio Grande Healthcare dba Rio Grande Regional Hospital	$ 1,491,566.00	14.18%	$ 2,836.94	$ 1,494,402.94	✓
003	Doctor's Hospital at Renaissance	$ 3,453,194.00	32.84%	$ 6,567.94	$ 3,459,761.94	✓
004	Knapp Medical Center	$ 1,062,450.00	10.10%	$ 2,020.77	$ 1,064,470.77	✓
006	McAllen Hospitals LP dba Edinburg Regional Medical Center	$ 2,979,744.00	28.34%	$ 5,667.44	$ 2,985,411.44	✓
007	Mission Hospital Inc	$ 951,012.00	9.04%	$ 1,808.82	$ 952,820.82	✓
008	Solera Hospital McAllen LP	$ 194,654.00	1.85%	$ 370.23	$ 195,024.23	←
002	Cornerstone Regional Hospital	$ 85,735.00	0.82%	$ 163.07	$ 85,898.07	✓ 049
005	LifeCare Hospitals of South Texas	$ 228,581.00	2.17%	$ 434.76	$ 229,015.76	✓
009	Weslaco Rehab Hospital	$ 68,364.00	0.65%	$ 130.03	$ 68,494.03	✓
		$ 10,515,300.00		$ 20,000.00	$ 10,585,800.00	

RECEIVED BY
COUNTY
2013 JUL 24 PM 3 18

10,515,300.+
194,654.-
10,320,646.◊

G/F to See.

10,515,300.+
194,654.-
10,320,646.◊

10,535,300.+
195,024.23-
10,340,275.77◊

Account Inquiry by Account Mask - FAINQ05A 06/03/08 9:00 am

Account Number	Description	Budget	Encumbrance	Actual	Avail/Rec
3-1258-355-20-240-001-3-000	LPPF-SPEC ASSESS-COLUMBIA RIO	.00	.00	.00	.00
3-1258-355-20-240-002-3-000	LPPF-SPEC ASSESS-CORNERSTON	.00	.00	.00	.00
3-1258-355-20-240-003-3-000	LPPF-SPEC ASSESS-DOCTORS HOS	.00	.00	.00	.00
3-1258-355-20-240-004-3-000	LPPF-SPEC ASSESS-KNAPP MEDICA	.00	.00	.00	.00
3-1258-355-20-240-005-3-000	LPPF-SPEC ASSESS-LIFECARE HOS	.00	.00	.00	.00
3-1258-355-20-240-006-3-000	LPPF-SPEC ASSESS-EDINBURG RE	.00	.00	.00	.00
3-1258-355-20-240-007-3-000	LPPF-SPEC ASSESS-MISSION HOSP	.00	.00	.00	.00
3-1258-355-20-240-008-3-000	LPPF-SPEC ASSESS-SOLERA HOSP	.00	.00	.00	.00
3-1258-355-20-240-009-3-000	LPPF-SPEC ASSESS-WESLACO REH	.00	.00	.00	.00
3-1258-444-00-240-006-3-843	1115 WAIVER-AID TO NONGOVT	.00	.00	.00	.00
	Totals	**.00**	**.00**	**.00**	**.00**

Cancel

DATE: August 5, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for 1115 Waiver

ACCOUNT NUMBER: 3-1258-444-00-240-006-3-843

Contact Person: Patricia Ramos Ph#: (956) 292-7025 Ext. 5416

2013
Appropriation
AI-40035

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.07075.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.07075.

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
3-1258-444-00-240-006-3-	843	LPPF-1115 Waiver UC-	Aid to Nongovt	$10,320,646.00
3-1258-355-20-240-001-3-	000	LPPF-Spec Assess-	Columbia Rio Grande	*1,491,566.00*
3-1258-355-20-240-002-3-	000	LPPF-Spec Assess-	Cornerstone Regional	*85,735.00*
3-1258-355-20-240-003-3-	000	LPPF-Spec Assess-	Doctors Hospital at Ren	*3,453,194.00*
3-1258-355-20-240-004-3-	000	LPPF-Spec Assess-	Knapp Medical Center	*1,062,450.00*
3-1258-355-20-240-005-3-	000	LPPF-Spec Assess-	Lifecare Hospitals	*228,581.00*
3-1258-355-20-240-006-3-	000	LPPF-Spec Assess-	Edinburg Regional Med	*2,979,744.00*
3-1258-355-20-240-007-3-	000	LPPF-Spec Assess-	Mission Hospital	*951,012.00*
3-1258-355-20-240-009-3-	000	LPPF-Spec Assess-	Weslaco Rehab Hospital	*68,364.00*
			TOTAL BUDGET INCREASE (DECREASE)	**$10,320,646.00**

REASON: Appropriation of funds in relation to revenue from the assessment of mandatory payments from various hospitals for the 1115 Waiver.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-40114 **Budget and Management 19. D. 4.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: IT Dept. **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 Justice Court Building Security (1245):
Approval of 2013 appropriation of funds in the amount of $9,404.50 to fund the purchase & installation of surveillance/security equipment and related supplies for the Justice of the Peace Pct. 3 offices.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1245-412-00-060-002-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $9,404.50 to fund the purchase & installation of surveillance/security equipment and related supplies for the JP Pct. 3 offices.

Funds available as of 8-15-13 in the unreserved f/b. Expenditures are in compliance with CCP Article 102.017(d-1)

Attachments

JP Bldg Security Fund Appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	08/15/2013 01:40 PM
Budget & Management	Obdett Calzada	08/15/2013 03:48 PM
Glinda Pacheco	Glinda Pacheco	08/16/2013 01:30 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Ivan Cantu Started On: 08/08/2013 11:01 AM

Final Approval Date: 08/16/2013

DATE: August 20, 2013

2013
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Justice Court Bldg Security Fund

ACCOUNT NUMBER: 3-1245-412-00-060-002-0-XXX

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
3-1245-412-00-060-002-0- 413	Justice Court Bldg Sec.-	Electronic Surveillance & Security	240.00
3-1245-412-00-060-002-0- 431	Justice Court Bldg Sec.-	Bldg & Other Struc. R & M Svcs	1,451.50
3-1245-412-00-060-002-0- 601	Justice Court Bldg Sec.-	Office & Computer Supplies	17.10
3-1245-412-00-060-002-0- 619	Justice Court Bldg Sec.-	Other Misc. Supplies	6,260.40
3-1245-412-00-060-002-0- 664	Justice Court Bldg Sec.-	Other Minor Equipment	346.50
3-1245-412-00-060-002-0- 748	Justice Court Bldg Sec.-	Other Equipment	1,089.00
		TOTAL BUDGET INCREASE (DECREASE)	**9,404.50**

REASON: To fund purchase and installation of surveillance/security equipment and related supplies for the JP Pct. 3 offices. Expenditures are in compliance with CCP Article 102.017(d-1).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-40230 **Purchasing Department 20. A. 1.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Martha L. Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommendation by both County of Hidalgo - County and District Clerks Officials (Hon. Arturo Guajardo, Jr. & Hon. Laura Hinojosa, respectively) to submit to Texas.gov **termination of the eFiling services** pursuant to Section 10.5 of the eFiling Agreement between the State Of Texas, (acting by & through & for the Texas Department of Resources (DIR) awarded vendor, Texas NICUSA as CC approved- 12/01/09 for the continuation of services for the Texas Online for E-pay and e-Filing Services) due to and impending conversion from Texas.gov eFiling to TexFile including the authority for Hidalgo County Judge to sign the "Notice of Termination of eFiling Services" on behalf of Hidalgo County with an effective date of 09-17-13.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This will be at no cost to Hidalgo County but to the constituent initiating the electronic filing.

Attachments

Previous AI#18714

Additional Information

Confirmation by Texas.Gov

Amended Texas Supreme Court Order

Notice Of Termination Letter

Contract Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/16/2013 03:44 PM
Budget & Management	Dina Trevino	08/16/2013 04:32 PM
Glinda Pacheco	Glinda Pacheco	08/16/2013 04:53 PM
Auditor's Office	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Vangie Garcia Started On: 08/15/2013 01:39 PM

Final Approval Date: 08/16/2013

AI-18714 **9. C.**

CC CONSENT

Meeting Date: 12/01/2009

Submitted For: Marty Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval for the continuation of services for the Texas Online for "E-pay" (e-commerce transactions) and "E-filing Services" with the newly selected awarded vendor "Texas NICUSA" through the Texas Department Of Information Resources (DIR) for the Texas Electronic Framework Standard Service Level Agreement-(TEF) for Hidalgo County Clerk's Office and District Clerk's Office;

2. Requesting approval for the new service agreement for the Texas Online for "E-pay" (e-commerce transactions) and "E-filing Services" with Texas NICUSA-DIR-TXO-001, newly selected and awarded vendor through the Texas Department Of Information Resources (DIR) for Hidalgo County Clerk's Office and District Clerk's Office.

BACKGROUND

Department of Information Resources (DIR) went out on Request For Offers again for these services and a new vendor (Texas NICUSA) was selected and awarded for a seven (7) year term. For the first contract year, a period commencing on the effective date of July 31, 2009 and ending on August 31, 2010, and for each ensuing contract year thereafter will be commencing on September 1st and ending August 31st. The new vendor will manage the Texas Online, the state's Internet portal. (see attachment for further information)

Original service agreement previously approved by Commissioners Court on July 29, 2004 for Hidalgo County Clerk's Office and was amended to include Hidalgo County District Clerk's Office on October 18, 2005 with awarded vendor then being "BearingPoint". (see attachment for review)

Department Of Information Resources (DIR) has notified "BearingPoint, Inc." that they are no longer the contracted vendor for these services thus officially closing out the service agreement in place with them for Hidalgo County.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Will bear no fiscal impact to Hidalgo County. Services are at no cost.

Attachments

County Clerk's Agreement with Minutes
District Clerk's Amendment to Agreement with Minutes
Service Agreement
DIR'S NOTICE OF AWARD

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/24/2009 04:44 PM
Budget & Management	Erika Zamora	11/24/2009 04:48 PM
Sylvia Solis	Sylvia Solis	11/25/2009 10:00 AM
Auditor's Office		11/25/2009 04:48 PM

Form Started By: Vangie Garcia Started On: 11/23/2009 12:48 PM

Final Approval Date: 11/25/2009

DIR Overview
- What's New
- DIR Press Room
- Executive Biographies
- Mission, Philosophy and the Texas Model
- DIR Board Members
- DIR Board Meeting Schedule
- Division Descriptions
- Education & Training
- Get Involved
- Organizational Chart
- Contact Information

Related Information
- Administrative Rules
- Information Resources Management Act
- DIR Agency Strategic Plan
- Related Legislation
- Standards Review and Recommendations

Search DIR

Search
Advanced Search

PRESS RELEASE

FOR IMMEDIATE RELEASE
August 03, 2009

CONTACT:Thomas Johnson
Department of Information Resources
(512) 936-6592

To access the PDF file, use the free Adobe Acrobat Reader.

Printable version of this release (23 KB / 2 pages)

Texas Department of Information Resources Selects NIC as New TexasOnline Partner

AUSTIN: The Texas Department of Information Resources (DIR) has selected Austin-based Texas NICUSA, part of the NIC family of companies, to manage TexasOnline, the state's Internet portal, under a new seven-year contract beginning July 31, 2009. TexasOnline offers more than 850 services, including driver license renewals and vital records information, to 2.4 million visitors every month and has processed more than $12 billion in transactions since inception in 2000.

Texas NICUSA will maintain current services and leverage what has been termed "the next generation" of web design and tools to the site. Through expanded use of Web 2.0 tools such as streaming videos, podcasts, and blogs and improved navigation and search features, Texas citizens will have easier access to government services.

"We are pleased that Texas NICUSA will enhance the public-private partnership that is already providing a robust group of services to Texans," said Brian Rawson, executive director of DIR and the State's Chief Technology Officer. "The exceptional track record of success, proven leadership and the legacy of innovation NIC brings to the project will strengthen the state's ability to serve citizens, and set TexasOnline apart as the most successful state web portal in the nation," he continued.

New services will include a content management system that assists state and local agencies to adapt their websites to improve customer service and a new payment processing system that supports the current

system and adds additional options.

Under the new contract, the State of Texas' share of total revenue received from TexasOnline is expected to increase to an estimated $183 million over the life of the contract. Under the current contract, the State of Texas has received over $50 million through TexasOnline. Since inception, no general revenue funds have been used in the development or maintenance of TexasOnline and that successful partnership approach will continue with this new contract.

Texas NICUSA, LLC is a subsidiary of NIC, Inc., which manages eGovernment sites for 23 other states. It brings a catalog of more than 3,000 online services that can be customized to meet the specific needs of TexasOnline and the government agencies it serves.

"We are honored that the State of Texas has selected Texas NICUSA to manage and dramatically build out the TexasOnline web site and suite of services," said Harry Herington, Chief Executive Officer of NIC. "We are eager to bring next generation technologies and accelerate the deployment of new informational services that will benefit and be accessible by all Texans."

The Texas Department of Information Resources promotes a shared vision for Texas that maximizes the value of the State's technology investment by identifying common areas of interest, using technology to advance agency missions, and preserving flexibility to innovate. Visit DIR at www.dir.state.tx.us.

D epartment of Information Resources
300 West 15th St., Suite 1300
Austin, TX 78701 (Map & Directions)
1-512-475-4700

At this time the Court moved back to Open Forum.

6. **Acceptance of resignation of County Clerk** (SEE EXHIBIT G)

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

7. **Acceptance of resignation of Fire Marshal** (SEE EXHIBIT H)

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item #20-E.

8. **District Clerk's Office – Omar Guerrero:** (SEE EXHIBIT I)
   A. **Discussion on Lone Star Shredding and Document Storage**

Presentation made by Omar Guerrero.

   B. **Approval of Amendment One Agreement between Bearingpoint and Hidalgo County, Texas in order to extend the Texas On Line Electronic Court Filing Application to the District Clerk's Office**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

At this time the Judge Garcia swore Eddy Trevino in as County Clerk.

9. **Emergency Management – Oscar Montoya:** (SEE EXHIBIT J)
   A. **Discussion, consideration and approval of Interlocal Agreement between City of Mission and Hidalgo County regarding Pre-2004 State Homeland Security Grant**
   B. **Discussion, consideration and approval of Homeland Security Grant equipment transfer from Hidalgo County Sheriff's Department to the City of Mission**
   C. **Discussion, consideration and approval of intradepartmental transfer to obj. 841- $ 20,462.08**

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval on items A thru C.

At this time Commissioner Flores steps out of the Court.

10. **County Judge's Office – Humberto Garza:** (SEE EXHIBIT K)
    A. **Approval to appoint Board Representative and Alternate to the Amigos Del Valle, Inc. Board of Directors**

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval to appoint Commissioner Tito Palacios as Representative and Commissioner Sylvia Handy as Alternate.

At this time the Court moved to item #12.

AMENDMENT ONE
AGREEMENT
BETWEEN
BEARINGPOINT AND HIDALGO COUNTY, TEXAS

STATE OF TEXAS	§
	§
COUNTY OF HIDALGO	§

1. PURPOSE

BearingPoint and Hidalgo County Texas, ("County") do hereby agree to amend their original Agreement, as executed initially effective August 22, 2004 in order to extend the TexasOnline electronic court filing application to the Hidalgo County District Clerk's office.

2. AMENDMENT TO ADD THE DISTRICT CLERK'S OFFICE TO THE AGREEMENT

2.1 The first sentence of paragraph 1 of the agreement preamble on page 1 of the Agreement is amended to read as follows:

This Service Level Agreement (this "Agreement") is between BearingPoint, Inc. ("BearingPoint") and the County Clerk and District Clerk of Hidalgo County, a local government entity within the State of Texas. BearingPoint and Government Entity may be referred to each as a "Party," or collectively as "Parties" herein.

3. AMENDMENT TO PROVIDE THE COUNTY CLERK AND DISTRICT CLERK A COPY OF ANY NOTICE SENT TO GOVERNMENT ENTITY AND TO UPDATE PARTY ADDRESSES

3.1 Paragraph 12.15 ("Notices") of the Agreement is amended to read as follows:

12.15 Notices. All notices permitted or required under this Agreement will be in writing and will be by personal delivery, a nationally recognized overnight courier service, facsimile transmission or certified or registered mail, return receipt requested. Notices will be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the U.S. Postal Service. Notices will be sent to the addresses listed below, or to such other address as either Party may specify in writing.

If to BearingPoint:

BEARINGPOINT
Attention: Gary Miglicco
301 Congress Ave., Suite 1300
Austin, Texas 78701

with a copy to:

BEARINGPOINT
Attention: Office of General Counsel
1676 International Drive
McLean, Virginia 22102

If to Government Entity:

The Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

With a copies to:

The Honorable J.D. Salinas III
Hidalgo County Clerk
P.O. Box 58
Edinburg, Texas 78540

The Honorable Omar Guerrero
Hidalgo County District Clerk
100 North Closner
Edinburg, Texas 78539

3. ORIGINAL AGREEMENT

By the signing of this amendment, the parties hereto understand and agree that this amendment is hereby made a part of the Agreement identified in Section 1 of this amendment as though the amendment were set forth word-for-word therein.

APPROVED: BEARINGPOINT

By: _____
Gary Miglicco, Vice President

APPROVED:

HIDALGO COUNTY

By: _____
Omar Guerrero, District Clerk

By: _____
Eddy Trevino, Acting County Clerk

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 10-18-05

ATTEST: _____
Eddy Trevino, Acting County Clerk

APPROVED AS TO FORM:

Atlas & Hall, LLP
By: _____

5. **Requesting authority to exercise the additional one year extension as provided in current contract for "Fire Extinguisher Maintenance Service" under the same rates, terms and conditions with Corky's Fire Ext Sales & Service. Effective 07-31-04 thru 07-31-05.**

   On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

6. **Requesting approval of an exemption from competitive bidding requirements under the Texas Local Government Code, 262.024 (a) (7) (C) "...a state agency of this ...', Department of Information Research, DIR's contract with Bearing Point, fka, KPMG, for the Texas Electronic Framework Standard Service Level Agreement-(TEF), for the provision by Texas Online for "epay" (e-commerce transactions) and Efiling services for the Hidalgo County Clerk's Office.**

   On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

7. **Requesting approval of the Texas Electronic Service Agreement between Bearing Point, fka-KPMG and Hidalgo County Clerk's Office.**

   On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

8. **Requesting authority to purchase computer equipment and software from CISV vendors through TBPC Catalogue Purchasing Program for the following:**

Req	Dept	Vendor	Amount	Acct#
54520	Health Dept	Computer Tech	$12,500.00	4-1293-441-00-340-013-4-745
54470	Health Dept	CDW Govmnt	$6,233.13	4-1293-441-00-340-013-4-745
54277	District Atty	CDW Govmnt	$13,734.89	4-1222-412-00-080-006-0-747

   On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

B. HIDALGO COUNTY ADULT DETENTION FACILITY-

1. **Recommending award of bid(s) and approval of contract(s) for: "Legend and Non Legend Pharmaceuticals and Infirmary Medical Supplies", to bidder(s) meeting all requirements and/or specifications.**

   NO ACTION taken on this item.

2. **Presentation for discussion, consideration and approval of a final negotiated contract for "Registered Pharmacist Services" with David Max Castro registered pharmacist.**

   On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

TEXAS ELECTRONIC FRAMEWORK
STANDARD SERVICE LEVEL AGREEMENT

This Service Level Agreement (this "**Agreement**") is between BearingPoint, Inc. ("**BearingPoint**") and Hidalgo County Clerk's Office ("**Government Entity**"), a local government entity within the State of Texas. BearingPoint and Government Entity may be referred to each as a "**Party**", or collectively as "**Parties**", herein.

WHEREAS, the Texas Electronic Framework ("**TEF**") is a framework constructed pursuant to the Texas Electronic Framework Agreement, as renewed and amended (hereinafter called the "Master Contract") between the Texas Department of Information Resources (DIR) and KPMG Consulting L.L.C.(predecessor-in-interest to BearingPoint").

WHEREAS, "**TexasOnline**" is the name of the primary Web site for TEF and for hosted applications of state agencies and local governments electing to use the hosting services.

WHEREAS, "**Electronic Payment**" or "**ePay**" is the name of the Payment Services and Web site that is used by Texas Online participants for e-commerce transactions.

WHEREAS, this Agreement applies to BearingPoint providing eFiling services on TexasOnline (the "**Services**") to Government Entity.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following.

1. Master Contract

The Parties acknowledge and agree that the terms and conditions of the Master Contract applicable to Government Entities, as well as specific sections of the Master Contract referenced in this Agreement, are incorporated herein by this reference and shall apply with full force and effect to the provision of Services under this Agreement by BearingPoint to Government Entity. No other terms of the Master Contract shall apply to the provision of the Services hereunder as between BearingPoint and Government Entity. Capitalized terms not defined herein shall have the same meaning ascribed to them as in the Master Contract.

2. Authority Approval

Government Entity acknowledges that in order for BearingPoint to provide Services pursuant to this Agreement, the TexasOnline Authority ("Authority") must approve placing at least one of Government Entity's applications for inclusion on TexasOnline. A list of available applications using Services under this agreement is included in Exhibit A – Applications, Services and Fee Schedules.

3. Privacy and Security

Section IX, Privacy and Security, of the Master Contract is incorporated herein by reference; BearingPoint's obligations set forth in Section IX of the Master Agreement shall apply with respect to Government Entity.

4. Government Entity Website Security

Government Entity hosting its own Web site will follow recommended security standards for State Web sites, and will conform with security policies and procedures promulgated by BearingPoint from time to time. Government Entity acknowledges that any failure on its part to follow recommended security standards may place its own data and operations at risk as well as those of BearingPoint and other governmental entities. BearingPoint will not be liable for violations of security policies and procedures by Government Entity.

5. Services

All Services to be provided by BearingPoint to Government Entity under this Agreement are set out in Exhibit A.

6. Limited Warranty by BearingPoint

BEARINGPOINT WARRANTS THAT ALL SERVICES PERFORMED UNDER THIS AGREEMENT SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. GOVERNMENT ENTITY SHALL PROVIDE WRITTEN NOTICE OF ANY SERVICE WHICH IT BELIEVES IS NOT PERFORMED IN A GOOD AND WORKMANLIKE MANNER. BEARINGPOINT SHALL REPERFORM ANY SERVICES WHICH ARE DETERMINED TO NOT HAVE BEEN PERFORMED IN A GOOD AND WORKMANLIKE MANNER. BEARINGPOINT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Fees

For the Services to be provided to the Government Entity as outlined in Exhibit A, BearingPoint is entitled to the fees set out in Exhibit A. The convenience fee amounts will be clearly stated to the user. Users will give explicit confirmation that they have agreed to pay the fees. No fees are due to BearingPoint by the Government Entity.

8. Modifications to Fees and Services

This agreement can be modified for the addition of both Services and fees based on mutual agreement in writing of BearingPoint and Government Entity.

9. Government Entity Obligations

9.1. Government Entity shall provide a contact number for the application(s) on an 8:00 a.m. - 5:00 p.m. CT basis to receive 1st and 2nd level inquiries received by the Customer Information Center.

9.2. Government Entity shall cooperate with BearingPoint in BearingPoint's performance of its obligations under this Agreement.

9.3. Government Entity shall comply with the privacy statements, which are displayed on the TexasOnline site, and with all applicable laws related to information received from or distributed to individuals using the Services.

9.4. Government Entity shall provide access to information and systems as BearingPoint deems necessary to assist BearingPoint in performing its obligations hereunder.

9.5. No later than 60 days prior to implementation, the Government Entity must provide to BearingPoint banking information for all required financial accounts including, but not limited to:

- Government Entity Financial Contact Name
- Government Entity Financial Mailing Address
- Government Entity Financial Contact Title
- Government Entity Financial Contact Telephone Number
- Government Entity Financial Contact email Address
- Government Entity Bank Name(s)
- Government Entity ABA Number(s)
- Government Entity Bank Account Number(s)
- Government Entity Bank Contact Name
- Government Entity Bank Contact Phone Number
- Government Entity Bank Address
- Voided Check or Bank Letter on Government Entity's Bank's Letterhead

The required information is subject to change according to what is necessary to correctly process fees and disburse payments to the Government Entity. BearingPoint shall maintain such banking information confidential and in a secure location and shall not utilize the information for any purposes whatsoever, other than consistent with the terms of this Agreement.

9.6. Government Entity shall at all times be responsible for the back-up and preservation of any data within Government Entity's control which does not reside on TexasOnline Web site or electronic payment Web site.

9.7. Government Entity shall notify BearingPoint within 15 (fifteen) minutes that the Government Entity's system is down or otherwise unable to electronically receive documents.

9.8. Proposals for new applications and services may be developed by either BearingPoint or Government Entity and submitted to the Authority for approval and inclusion for TexasOnline. Government Entity acknowledges that developing new applications and services is essential to TexasOnline becoming and remaining successful.

9.9. Government Entity shall at least on a daily basis check and accept or reject all filings.

9.10. Government Entity shall accept and use additional eFiling functionality and new document types as is available from TexasOnline.

9.11. Government Entity is responsible to test the functionality and performance of all Government Entity produced and maintained applications and interfaces to TexasOnline. Notwithstanding anything to the contrary in this Agreement, both parties agree to one forty-five (45) day initial Pilot Phase beginning on inception of service during which time Government Entity will evaluate the Services and test for performance and reliability of Service toward its purpose as understood by both parties. If the Government Entity is dissatisfied as to the performance of the Services during the initial Pilot Phase, BearingPoint shall have thirty (30) days from receipt of notice of Government Entity's dissatisfaction to make changes as necessary, to the satisfaction of the Government Entity.

9.12. Government Entity is responsible to perform user acceptance testing of the TexasOnline eFiling Services and enhancements.

9.13. Government Entity is responsible to train staff on profile, intake functions and financial reconciliation functions related to the Services.

9.14. Government Entity accepts the responsibility to maintain an accurate profile as required with respect to the Services, including an accurate fee schedule. Government entity agrees to accept any filing and fee that is calculated from information provided in the clerk maintained profile. Any conflict that arises due to the failure of the Government Entity to provide accurate profile information, including accurate fee information is the sole responsibility of the Government Entity.

9.15. Government Entity shall provide a hyperlink to the TexasOnline home page from the Government Entity's home page as well as display the TexasOnline logo on the Government Entity's home page. Government Entity will maintain the hyperlink to TexasOnline and make appropriate changes in the URL as requested by TexasOnline.

9.16. Government Entity shall support BearingPoint efforts to upgrade the TexasOnline environment Operating System, Application Server Software, Web Server Software, and Hardware on Government Entity environments, as hosted by BearingPoint.

9.17. Government Entity is responsible for any reasonable costs related to the development of an automated interface application that would process data available from eFiling into Government Entity Systems, subject to prior written approval by Government Entity.

9.18. Government Entity shall work with BearingPoint to develop and implement a plan to increase awareness and usage of TexasOnline goods, services, and conveniences offered through the Government Entity's Web site. Government Entity shall actively promote TexasOnline goods, services and conveniences offered through the Government Entity's web site and TexasOnline through all reasonable means, to the extent allowed by law, including but not limited to the following:

- in printed materials;

- in facilities open to the public;
- in recorded telephone messages;
- in advertising or public relations activities;
- by any other means in which the Government Entity currently interacts with its client base.

Additionally, if Government Entity publishes information about the Services available that are hosted by TexasOnline, then the following language shall also appear: "In affiliation with www.TexasOnline.com."

9.19. Government Entity shall be responsible for receipt (when the filing is available for access on the TexasOnline browser) of any filings made on TexasOnline.

9.19 If Government Entity chooses to charge a convenience fee then Government Entity must give BearingPoint sixty (60) days prior written notice of the fee or change in the fee. BearingPoint will submit fee change requests to the TexasOnline Authority for approval. If approved, such fee changes will be implemented thirty (30) days from approval.

10. Performance and Availability

BearingPoint will provide the Services at the following service levels (the "**Service Level(s)**" or "**SLA(s)**"). BearingPoint will provide page loading time to the user (measured at the Web server) on an average of 5 seconds. Page loading performance will be measured by opening respective pages through a browser at a Web server located at the site hosting the pages. Pages containing specialized content, specifically those containing eFiling documents, are not exempted from the average page loading time commitment. Submission of the filing by the filer is exempted from the average page loading time commitment.

BearingPoint will provide up-time and availability of the TexasOnline network and Electronic Payment System of 98.5%. This Service Level will be measured monthly. The following will not be included in BearingPoint's up-time and availability computation:

1) Scheduled and planned outages for the purpose of upgrades or maintenance. All outages will be scheduled with a minimum of 72 hours of advance notice to the Department of Information Resources, and shall occur only during non-peak hours unless otherwise agreed by the Parties. If less than 72 hours notice is provided or the Department of Information Resources does not approve the upgrade or maintenance period (provided such approval is not unreasonably withheld), it will be considered down-time for the purpose of this SLA. Upon receipt of DIR approval, BearingPoint will notify Government Entity of all scheduled and planned outages.

2) Government Entity may at its own discretion request an outage with respect to Services, which will not be considered down-time for the purpose of this SLA.

3) Any Framework systems or components that are not owned, controlled or contracted by BearingPoint that fail and result in an outage, will not be down-time for the purpose of this SLA, unless the cause of the failure can be shown to have been a result of BearingPoint's negligence or malfeasance.

4) Service outages caused by Government Entity application code failure or failure of Government Entity maintained portions of the application or infrastructure.

5) Any downtime that exists as a result of a Government Entity network infrastructure failure will not be considered downtime for the purposes of this SLA.

6) BearingPoint reserves the right to restrict the size of eFiling attached documents in order to preserve performance commitments.

7) If for any reason, TexasOnline or BearingPoint are unable to electronically transmit a document to the Government Entity, then BearingPoint will deliver the document to the Government Entity in some other manner by 5 p.m. on the first business day following receipt of confirmation from Government Entity of the failure to electronically receive or transmit the documents.

11. Effective Date; Renewal

This Agreement is effective upon execution by representatives of BearingPoint and Government Entity and expires three years after execution of the contract. Thereafter, the agreement shall renew automatically for one year increments, unless either party givens ninety-days written notice prior to the end of the current term that it is not renewing the Agreement. Termination of the Master Agreement will not terminate this Agreement unless both parties agree to such termination.

Government Entity agrees and acknowledges that the terms of the Master Contract related to force majeure, confidentiality, and limitations on damages are hereby incorporated by this reference and shall apply to this Agreement, and Government Entity shall be bound by the responsibilities for any governmental unit within the State of Texas with regard to such provisions.

Any terms contained in this Agreement, which conflict with or are in violation of Texas law, are void regardless of whether Government Entity accepts such terms or is deemed to have accepted such terms.

12. General Terms

12.1. No Waiver. No provision of this agreement will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Government Entity, as an local government entity within the State of Texas, or otherwise available to Government Entity. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to either party will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

12.2. Entire Agreement; Conflicts. Except as expressly provided otherwise herein, this Agreement will represent the entire agreement by and between Government Entity and BearingPoint regarding the subject matter of this Agreement. This Agreement may not be changed or amended except by the mutual written agreement of the parties. In the event of conflict between the terms and conditions of this Agreement and the terms and conditions of the Master Contract, the terms and conditions of this Agreement shall govern.

12.3. Applicable Law. This Agreement shall be construed and governed by the laws of the State of Texas.

12.4. Severability. If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

12.5. Amendments. This Agreement may be amended only upon written agreement between Government Entity and BearingPoint, but in no case will this Agreement be amended so as to make it conflict with the laws of the State of Texas.

12.6. Assignments. Neither Government Entity nor BearingPoint may assign or transfer this Agreement without the written consent of the other, which consent will not be unreasonably withheld, except that upon written notice to Government Entity, BearingPoint may assign this Agreement without Government Entity's consent to any entity that BearingPoint controls, is controlled by, or is under common control with, (provided such entity is adequately capitalized) or to any entity which acquires or succeeds to all or substantially all of the business or assets of BearingPoint whether by consolidation, merger, sale or otherwise (such as a spin-off of BearingPoint).

12.7. Partially Completed Work. Section IV. Ownership of Intellectual Property; Indemnification in the Master Contract is incorporated herein by reference and shall apply to work product created by BearingPoint pursuant to this Agreement

12.8. Independent Contractor. BearingPoint shall serve as an independent contractor in providing Services under this Agreement. BearingPoint's employees are not and shall not be construed as employees of Government Entity.

12.9. Limitation on Authority; No Other Obligations. BearingPoint shall have no authority to act for or on behalf of Government Entity except as provided for in this Agreement and the Master Contract; no other authority, power or use is granted or implied. BearingPoint may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of Government Entity other than those incurred in performance of this Agreement and the Master Contract.

12.10. Supporting Documents; Inspection of Records. Section XIII. Right to Audit of the Master Contract is incorporated herein by this reference. BearingPoint's obligations set forth in Section XIII of the Master Agreement shall also apply with respect to Government Entity. In addition to the requirements of Section XIII. Right to Audit of the Master Contract, BearingPoint shall maintain and retain supporting fiscal documents adequate to ensure that claims for Agreement funds are in accordance with applicable State of Texas requirements. These supporting fiscal documents shall be

maintained and retained by BearingPoint for a period of two (2) years after the date of submission of the final invoices.

12.11. No Conflicts. BearingPoint represents and warrants that BearingPoint, to the best of its knowledge, has no actual or potential conflicts of interest in providing Services to Government Entity under this Agreement and that BearingPoint's provision of Services under this Agreement to the best of its knowledge would not reasonably create an appearance of impropriety.

12.12. Financial Interests; Gifts. BearingPoint represents and warrants that neither BearingPoint nor any person or entity, which will participate financially in this Agreement, has received compensation from Government Entity for participation in preparation of specifications for this Agreement. BearingPoint represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Agreement.

12.13 BearingPoint is subject to audit by Government Entity during the term of this contract and within two years of the termination of this contract, and thereafter as provided by law, to determine that Services were proper and the billings were correct.

12.15 Notices. All notices permitted or required under this Agreement will be in writing and will be by personal delivery, a nationally recognized overnight courier service, facsimile transmission or certified or registered mail, return receipt requested. Notices will be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the U.S. Postal Service. Notices will be sent to the addresses listed below, or to such other address as either Party may specify in writing.

If to BearingPoint:

BEARINGPOINT.
111 Congress Ave., Suite 1100
Austin, TX 78701
Attention: Gary Miglicco

with a copy to:

BEARINGPOINT
1676 International Drive
McLean, Virginia 22102
Attention: Office of General Counsel

If to Government Entity:

Hidalgo County
County Judges Office
100 N. Closner
Edinburg, Texas 78540

13. Separate Deposit Accounts; Losses. Any fees specifically related to a legal filing and corresponding services including but not limited to citation, service of process and copy charges, are transferred via ACH to the appropriate Government Entity financial account(s) by the credit card or ACH processor upon fund capture. BearingPoint is responsible for normal processing fees associated with these accounts; however, Government Entity agrees that it shall be liable for any refunds, chargebacks, and additional fees or expenses associated with this payment collection.

14. Termination.

14.1 In the event that either party fails to carry out or comply with any of the material terms and conditions of this Agreement, the other party may notify the breaching party of such failure or default in writing and demand that the failure or default be remedied within thirty (30) days. In the event that the breaching party fails to remedy such failure or default within thirty (30) days of receiving written notice, the other party shall have the right to cancel this Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, Government Entity shall not have the right to cancel this Agreement if BearingPoint's failure or inability to comply with the terms and conditions of this Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of Government Entity to provide the support and assistance that BearingPoint requires from Government Entity to perform its obligations under this Agreement, and which Government Entity previously agreed to provide to BearingPoint. If Government Entity does not provide BearingPoint with the requisite level or amount of support, for whatever reason, BearingPoint will, upon receipt of the Authority's approval, be entitled, but not obligated, to suspend or cancel any further work on the particular Services for which adequate support is not available, and focus its efforts on other Services.

14.2 Either BearingPoint or Government Entity may terminate this Agreement without cause upon ninety (90) days prior written notice.

14.3 Government Entity may elect to continue to utilize BearingPoint's Services under this Agreement even if the Master Contract expires or terminates.

15. Indemnification and Release of Liability

BearingPoint will indemnify, defend and hold harmless Government Entity against any action or claim brought against the Government Entity to the extent that it is based upon a claim that the Software infringes any U.S. patent rights, or incorporates any misappropriated trade secrets (a "Claim"). BearingPoint will pay any damages attributable to such Claim that are awarded against the Government Entity in a judgment or settlement approved in advance by BearingPoint provided that the Government Entity: (i) promptly notifies BearingPoint in writing of the Claim; (ii) grants BearingPoint sole control of the defense and settlement of the claims through the Government Entity; and (iii) provides BearingPoint with all reasonable assistance, information, and authority required for the defense and settlement of the Claim. If Government Entity's use of any of the Software hereunder becomes subject to a Claim, or in BearingPoint's opinion is likely to become subject to a Claim, BearingPoint may, at its sole option and expense; (i) procure for Government

Entity the right to continue using the Software under the terms of this Agreement; (ii) replace or modify such Software so that it is non-infringing; or if options (i) and (ii) above cannot be accomplished despite BearingPoint's good faith efforts, then BearingPoint may terminate this Agreement by complying with the notice requirements in V. (b) of the Master Contract, and the continued operation requirements of paragraph XI.(a) of the Master Contract to the extent that it can continue to be operated or maintained without further infringement.

THE PROVISIONS OF THIS PARAGRAPH 15 SET FORTH BEARINGPOINT'S SOLE AND EXCLUSIVE OBLIGATIONS, AND THE GOVERNMENT ENTITY'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF U.S. PATENT RIGHTS, U.S. COPYRIGHT RIGHTS, OR TRADE SECRET RIGHTS. THE PARTIES ACKNOWLEDGE AND AGREE THAT BEARINGPOINT'S OBLIGATION TO INDEMNIFY THE GOVERNMENT ENTITY UNDER THIS PARAGRAPH DOES NOT APPLY TO CLAIMS OF INFRINGEMENT OF FOREIGN INTELLECTUAL PROPERTY RIGHTS.

BEARINGPOINT SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED HEREUNDER SUFFERED BY GOVERNMENT ENTITY OR BY ANY ASSIGNEE OR OTHER TRANSFEREE OF, OR THIRD PARTY CLAIMING RIGHTS DERIVED FROM GOVERNMENT ENTITY, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. BEARINGPOINT's TOTAL LIABILITY HEREUNDER SHALL NOT EXCEED THE NET REVENUES ALLOCATED TO BEARINGPOINT UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING ANY CLAIM. THIS LIMITATION SHALL NOT APPLY TO: (1) ANY MONETARY PENALTIES SPECIFIED IN THIS AGREEMENT, PROVIDED THE AMOUNT OF MONETARY PENALTIES HEREUNDER SHALL NOT EXCEED $10,000 PER INCIDENT OR $100,000 PER GOVERNMENT ENTITY FISCAL YEAR; OR (2) INTELLECTUAL PROPERTY INDEMNIFICATION DESCRIBED IN PARAGRAPH 15 OF THIS AGREEMENT, PROVIDED THE AMOUNT OF BEARINGPOINT'S COSTS RELATED TO SUCH INDEMNIFICATION SHALL NOT EXCEED $250,000.00, THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS LIMITATION OF DAMAGES IS A FREELY BARGAINED FOR ALLOCATION OF RISK.

16. Dispute Resolution

If a dispute seeking money damages is identified by Government Entity or BearingPoint, dispute resolution will follow the procedures outlined in Section XVII of the Master Contract (which is incorporated herein by this reference), which references Chapter 2260 of the Texas Government Code. Any issue that is not resolved in a timely manner may be taken to the Authority for resolution by either Party.

AGREED AND ACCEPTED:

BearingPoint, Inc.: Hidalgo County:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: County Judge
Date: 8-16-01

Attest: _____

Approved by Commissioners' Court on 7-29-01

APPROVED AS TO FORM

ATLAS, & HALL L.L.P.

_____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "B"
PAYMENT SCHEDULE

Exhibit A – Applications, Services and Fee Schedules

List of BearingPoint Application(s) Supported in Association with the Services

1. **Electronic Filing Manager (EFM) Application**
   a. **Court Intake Application**
   b. **Court Profile**
   c. **Court Registration**
   d. **Filer Registration**
   e. **Payment Services**
2. **Standard XML Interface**

List of Services Provided Under Agreement

1. **Electronic Payments System Credit Card Authorization Services/Settlement Services**
   a. BearingPoint will provide authorization and settlement transaction services for credit cards. Visa and MasterCard transactions will be processed and settled by the credit card processor through the Government Entity Merchant Agreement.

   b. The processor will transfer all eFiling funds to the appropriate Government Entity bank account based on agreements between the processor and the State. BearingPoint is not responsible for actual fund transfers. The processor will transfer all EFM convenience fee funds to a BearingPoint bank account.

2. **Electronic Payments Chargeback Services**
   a. BearingPoint will develop and provide the procedures for Government Entity to follow to process chargebacks for applicable credit card transactions should they occur.

3. **Filing Purge Services**
   a. Government Entity will check and accept or reject all filings on at least a daily basis. BearingPoint will purge all filings 10 days after the Government Entity acts on the filing by accepting or rejecting the filing. All filings will be purged not later than 30 days after they are submitted by the filer.

4. **Customer Information Center Services for Government Entity applications**
   a. BearingPoint will provide first level customer support for the Government Entity applications through the TexasOnline CIC. First level support includes responding to phone calls and email requests for assistance in using the application. Questions that cannot be answered by a first level technician will be forwarded either to the Government Entity contact or level two support for resolution.
   b. A live call center operation will handle user phone calls 7:00 am to 7:00 p.m. CT daily, 7 days a week. However, future alterations to these times and days may occur periodically throughout the term of this Agreement if BearingPoint determines that peak usage of the Framework is at times other than those described above.

c. First and second-level support is limited to technical support regarding the TexasOnline network or availability and application functionality. Government Entity business questions or filing rules, as they pertain to eFiling, are the responsibility of the Government Entity. Questions that require Government Entity response will be forwarded to the Government Entity contact for resolution. The customer will be referred appropriately.

5. **Customer Information Center Services for Electronic Payments transaction services**
   a. BearingPoint will provide first – third level customer support through the TexasOnline CIC for the Payment transactions processed through the Electronic Payments system. First level support includes responding to phone calls and email requests for assistance in using the application. Questions that require Government Entity response will be forwarded to the Government Entity contact for resolution. Questions that require the Electronic Payments System investigation or response will be forwarded to the Electronic Payments Customer Support areas.
   b. A live call center operation will handle user phone calls 7:00 a.m. to 7:00 p.m. CT daily, 7 days a week. However, future alterations to these times and days may occur periodically throughout the term of this Agreement if BearingPoint determines that peak usage of the Framework is at times other than those described above.

6. **TexasOnline Hosting and Application Service Provider (ASP) Services**
   a. Services provided by BearingPoint include all services related to the hosting of eFiling applications including:
      1) Application design
      2) Database design and setup
      3) Standard interface design to meet the statewide Court Filing standard. .
      4) Interface design for exchange between TexasOnline and the Electronic Payments System
      5) Support secure communication standards between TexasOnline and Government Entity
      6) Application development and testing
      7) Page and form development
      8) Continued application enhancements and modifications
      9) Applications support and maintenance

7. **TexasOnline Training**
   a. BearingPoint will provide training support documentation on the appropriate use of the TexasOnline EFM.

8. **Strategic Outreach**
   a. Services provided by BearingPoint include the following strategic outreach services:
      1) Provide a *sample* communication plan for the Government Entity; and
      2) If appropriate, consider the possibility of a joint marketing program and/or expenditure with the Government Entity.

9. **Physical Environment Management**

(a) BearingPoint will provide physical security and access management, protected power supply, air conditioning and fire suppression through the West Texas Disaster Recovery Operations Center (WTDROC).

10. Network Infrastructure Management

(a) BearingPoint will provide Front-End Network Management, Firewall Infrastructure and Support Services, Intrusion Detection Services, Back-End Network Management and technical support for the TexasOnline EFM located at WTDROC. BearingPoint will manage all the TexasOnline EFM resources necessary to get users to Government Entity's applications and return the information to them. This includes the switches, load-balancing devices, bandwidth regulating devices, and other related devices.

11. Hardware Management

(a) BearingPoint will provide Hardware Installation, Hardware Management and support for TexasOnline EFM components located at WTDROC. BearingPoint will install and maintain TexasOnline EFM servers and server components and will ensure third-party service providers for hardware are notified appropriately, when required.

12. Operating System Administration

(a) BearingPoint will provide Operating System Software installation, configuration, optimization, and support for TexasOnline EFM components located at WTDROC. BearingPoint will create the underlying TexasOnline environment and work with Government Entity to ensure that systems are configured and tuned appropriately to support the needs of Government Entity applications.

Fee Schedule

The fee schedule listed below outlines the convenience fees required from the Internet user for each completed transaction.

Government Entity Service Type	Convenience Fee
Electronic Filing Manager Court Intake Services	$ 6.00
Cost Recovery on all Credit Card transactions	based on the credit card type and starting at 2.25% the first year.

BearingPoint will pay $2.00 to Government Entity on a monthly basis the fee for cost recovery as approved by the TexasOnline Authority.

This Customer Agreement is effective on the 1st day of January, 2010 by and between the Texas Department of Information Resources (DIR), Texas NICUSA, LLC (Vendor), and Hidalgo County (Customer). DIR, Vendor, and Customer may each be referred to as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

Capitalized terms not defined herein shall have the meaning set forth in the Master Agreement.

BACKGROUND

TexasOnline 2.0 is based on, and subject to, the TexasOnline 2.0 Master Agreement between DIR and Vendor dated July 31, 2009, including the Customer Agreement Standard Terms and Conditions. TexasOnline 2.0 is the name of the official web portal and application delivery framework for the State of Texas.

AGREEMENT

IN CONSIDERATION of mutual covenants and agreements contained in this Customer Agreement, DIR, Vendor, and Customer agree as follows:

1. Customer may receive Services provided by TexasOnline 2.0 by agreeing to abide by this Customer Agreement, including the Customer Agreement Standard Terms and Conditions. The TexasOnline 2.0 Master Agreement and this Customer Agreement represent the entire agreement for access to, and use of, TexasOnline 2.0 Services by Customer.
2. TexasOnline 2.0 offers a variety of website development and hosting, e-commerce and related support services to Customers. Exhibit A provides the List of Applications, List of Services, and Fee Schedule for this Customer Agreement. Specifications and additional terms for a service or application may be described in a Business Case. The applicable approved Business Case will be listed in Exhibit A and attached thereto, and is incorporated by reference for all purposes into this Customer Agreement.
3. All notices permitted or required under this Customer Agreement will be in writing and will be by personal delivery, a nationally recognized overnight courier service, e-mail, or certified mail, return receipt requested. Notices will be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the U.S. Postal Service. Notices will be sent to the addresses listed below, or to such other address as each Party may specify in writing.

If to DIR:

Texas Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, TX 78701

If to Vendor:

Texas NICUSA, LLC
301 Congress Avenue, Suite 400
Austin, TX 78701

With a copy to:

NIC, Inc. General Counsel (Legal Notice)
25501 West Valley Parkway, Suite 300
Olathe, Kansas 66061

If to Customer:

Hidalgo County: Attn Martha L. Salazar
2802 S Business Hwy 281, New Administration Building
Edinburg, TX 78539

AGREED AND ACCEPTED:

Vendor:

By: _____

Name: _____

Title: _____

Texas Department of Information Resources:

By: _____

Name: _____

Title: _____

Customer:

By: _____

Name: _____

Title: _____

Customer Agreement—Standard Terms and Conditions

These terms and conditions apply to each Customer Agreement, to which they are incorporated, by and between the Texas Department of Information Resources (DIR), TexasOnline 2.0 Vendor (Vendor) and Customer of TexasOnline 2.0. DIR, Vendor, and Customer may each be referred to herein as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

BACKGROUND

A. TexasOnline 2.0 is based on, and subject to, the TexasOnline 2.0 Master Agreement between DIR and Vendor dated July 31, 2009. TexasOnline 2.0 is the name of the official web portal and application delivery framework for the State of Texas.

B. DIR executed a contract with International Business Machines Corporation (IBM) on November 22, 2006, (Data Center Services Master Services Agreement) based on House Bill 1516, 79th Legislature (Regular Session) to establish a consolidated Data Center, and accordingly all data center services provided by Vendor, excluding DIR-approved Services under the TexasOnline 2.0 Master Agreement are managed and provided by IBM under the Data Center Services Master Services Agreement.

STANDARD TERMS AND CONDITIONS

1. Customer Agreement Elements

    1.1 The Parties acknowledge and agree that the terms of the TexasOnline 2.0 Master Agreement will apply to the Customer Agreement, and will remain in full force and effect except as may be expressly modified by the terms of a Customer Agreement or any amendment to the TexasOnline 2.0 Master Agreement made in accordance with specific provisions of the TexasOnline 2.0 Master Agreement, Section 5 Contract Amendments. In the event of any conflict between the terms and conditions of a Customer Agreement and those of the TexasOnline 2.0 Master Agreement, the terms and conditions in the TexasOnline 2.0 Master Agreement will govern with respect to the Parties and the Services delivered, unless the Customer Agreement specifically identifies by section number a clause of the TexasOnline 2.0 Master Agreement and indicates that the Customer Agreement will be controlling. Notwithstanding the foregoing, the Parties agree that as between Vendor and DIR on the one hand, and Customer on the other, Sections 8.1, 8.2 and 9.7 in the Customer Agreement Terms and Conditions will control over any expressly conflicting statement contained in the TexasOnline 2.0 Master Agreement, if any. The Parties acknowledge the TexasOnline 2.0 Master Agreement is subject to subsequent amendment by Vendor and DIR pursuant to its terms and agree that, to the extent any such amendments impact any Customer Agreement terms and conditions, such amendments will automatically apply to the Customer Agreement with no further action by the Parties.

    1.2 These Customer Agreement Standard Terms and Conditions may be modified by DIR and Vendor pursuant to the modification of terms of the TexasOnline 2.0 Master Agreement. Such modifications will be effective as to the affected Customer Agreements following thirty days written notice to the Customers.

1.3 Customer Agreements will continue until terminated as specified therein, and subject to the terms of the TexasOnline 2.0 Master Agreement, and Vendor will provide the Services described in the agreed attachments to the Customer Agreement.

2. DIR Approval

Customer acknowledges that in order for Vendor to provide services pursuant to a Customer Agreement, DIR must approve placing Customer's website and/or applications (each approved website or application is an "Application") on the TexasOnline 2.0 system. A list of websites and/or applications using services under a Customer Agreement is included in the Customer Agreement (which also includes information on the specific applications and fees).

3. Services Available to Customer

Vendor offers a variety of website development and hosting, e-commerce and related support services to participants. The specific list of services and applications that Vendor has agreed to provide Customer will be specified in each Customer's Customer Agreement.

4. Customer Website Security

If Customer is hosting its own website, Customer will follow recommended security standards for Texas State and local government websites, and will conform to security policies and procedures in the TexasOnline 2.0 Master Agreement, Attachment G-9 Security Plan. Customer acknowledges that any failure on its part to follow recommended security standards may place its own data and operations at risk as well as those of Vendor and other governmental entities. Vendor will not be liable for violations of security policies and procedures by Customer. Additionally, failure to comply with security standards may lead to the suspension or termination of the availability of the Applications on TexasOnline 2.0 by Vendor and DIR. Vendor will give DIR and the Customer notification of non-compliance immediately upon suspension.

5. Strategic Outreach

In marketing Customer services accessible through TexasOnline 2.0 through brochures, press releases, advertisements, and other mail-outs and information pieces, Customer will include in any marketing piece in any medium that the services are provided in affiliation with TexasOnline 2.0 and will use the TexasOnline 2.0 logo and universal resource locator (URL) provided by Vendor for such purpose. Customer agrees to explore the possibility of co-marketing with Vendor the Customer services available through TexasOnline 2.0 so that marketing costs are shared. There will be a link to the Customer URL from TexasOnline 2.0.

6. Fees

For the Services provided by Vendor, Vendor is entitled to the fees set out in Exhibit A to this Customer Agreement. A Customer Agreement can be modified for the addition of fees as new Applications are included in Customer Services based on mutual agreement of DIR, Vendor, and Customer.

7. Customer Obligations

In addition to any other Customer obligations set out in the Exhibits to this Customer Agreement and the TexasOnline 2.0 Master Agreement, Customer will have the obligations herein.

7.1 Customer will utilize a single merchant ID for the Application(s) listed on Exhibit A, unless expressly set out in Exhibit A.

7.2 Customer will provide a contact number for the Application or Application(s) on an 8:00 a.m. - 5:00 p.m. CT (Monday through Friday) basis to receive 2nd level inquiries routed from the Help Desk.

7.3 Customer will cooperate with Vendor in Vendor's performance of its obligations under this Agreement. Customer will agree to an online security audit if requested by Vendor. Customer will not store or retain any credit card number or the automated clearing house (ACH) account number captured on its systems.

7.4 Customer will comply with the terms of use and privacy statements, which are displayed on the TexasOnline 2.0 Website, and with all applicable laws related to information received from or distributed to individuals using the TexasOnline 2.0 Applications. Customer acknowledges that no personally identifiable or private information collected through TexasOnline 2.0 may be used by Customer for any purpose or provided to any third party unless: (i) the user is given clear prior notice of the possibility of such other use, and (ii) the user affirmatively consents to such use (i.e., the user "opts-in" to the contemplated use of his or her personally identifiable or private information), and (iii) the Customer agrees to its use or the use is otherwise permitted under the privacy statement. Notwithstanding the foregoing, the Parties acknowledge that such information may be required by law to be provided to law enforcement, or may be used in investigating unauthorized use of TexasOnline 2.0.

7.5 Customer will provide access to information and systems as necessary to assist Vendor in performing its obligations hereunder and under the TexasOnline 2.0 Master Agreement.

7.6 Customer will follow reasonable security standards regarding physical security, data, and systems, and will not knowingly or negligently take actions to, or by omissions put, State Information or Customer at risk of loss, damage, or breach of security.

7.7 Customer will at all times be responsible for the backup and preservation of any data within its control, which does not reside on TexasOnline 2.0.

7.8 Customer will process all refunds for its users. Customer will use the Vendor Customer Service interface application to process credit card refunds requested by its users.

7.9 Customer will notify Vendor in writing of all laws, rules and regulations, and changes thereto, that affect TexasOnline 2.0.

8. Representations and Warranties by Vendor

8.1 VENDOR REPRESENTS AND WARRANTS THAT ALL SERVICES PERFORMED UNDER THIS CUSTOMER AGREEMENT WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.2 NEITHER DIR NOR VENDOR WILL HAVE ANY LIABILITY WHATSOEVER TO CUSTOMER FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS CUSTOMER AGREEMENT OR THE RIGHTS PROVIDED HEREUNDER SUFFERED BY CUSTOMER EVEN IF VENDOR IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DIR'S OR VENDOR'S TOTAL LIABILITY TO

CUSTOMER HEREUNDER FOR ANY REASON EXCEED THE SHARE OF TOTAL REVENUE RECEIVED, BY VENDOR OR DIR AS APPROPRIATE, UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING SUCH CLAIM. THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS LIMITATION OF DAMAGES IS A FREELY BARGAINED FOR ALLOCATION OF RISK.

8.3 Vendor represents and warrants that Vendor, to the best of its knowledge, has no actual or potential conflicts of interest in providing services to Customer under the Customer Agreement and that Vendor's provision of services under the Customer Agreement to the best of its knowledge would not reasonably create an appearance of impropriety.

8.4 Vendor represents and warrants that neither Vendor nor any person or entity, which will participate financially in the Customer Agreement, has received compensation from Customer for participation in preparation of specifications for the Customer Agreement. Vendor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with the Customer Agreement.

9. General Terms

9.1 Customer agrees and acknowledges that the terms of the TexasOnline 2.0 Master Agreement related to force majeure, confidentiality, and any additional limitations on damages will apply to the Customer Agreement. This section only applies to the extent authorized by law.

9.2 Except as expressly provided herein, no provision of the Customer Agreement will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, Customer does not waive any privileges, rights, defenses, remedies or immunities available to Customer.

9.3 This Customer Agreement will be construed and governed by the laws of the State of Texas and is performable in Travis County, Texas. Venue for any action relating to a Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

9.4 If one or more provisions of this Customer Agreement, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Customer Agreement and the application of the provision to other Parties or circumstances will remain valid and in full force and effect

9.5 Except as provided in Section 1.2 above, the Customer Agreement may be amended only upon written agreement between DIR, Vendor, and Customer, but in no case will the Customer Agreement be amended so as to make it conflict with the laws of the State of Texas.

9.6 Neither DIR, nor Vendor, nor Customer may assign or transfer this Customer Agreement without the written consent of the other Parties, which consent will not be unreasonably withheld, except that upon written notice to DIR and Customer, Vendor may assign the Customer Agreement without

DIR's and Customer's consent to any entity that Vendor controls, is controlled by, or is under common control with, (provided such entity is adequately capitalized) or to any entity which acquires or succeeds to all or substantially all of the business or assets of Vendor whether by consolidation, merger, sale or otherwise (such as a spin-off of Vendor).

9.7 *Exhibit B Terms and Conditions,* Section 14.01 Ownership of Intellectual Property; Infringement and Misappropriation of the TexasOnline 2.0 Master Agreement is incorporated herein by reference and will apply to work product created by Vendor pursuant to the Customer Agreement.

9.8 Vendor will serve as an independent contractor in providing services under this Customer Agreement. Vendor's employees are not and will not be construed as employees of Customer.

9.9 Vendor will have no authority to act for or on behalf of Customer except as provided for in the Customer Agreement and the TexasOnline 2.0 Master Agreement; no other authority, power, or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of Customer other than those incurred in performance of the Customer Agreement.

9.10 In addition to the requirements of Exhibit B Terms and Conditions, Section 8.01 Financial record retention and audit of the TexasOnline 2.0 Master Agreement, Vendor will maintain and retain supporting fiscal documents adequate to ensure that claims for Customer Agreement funds associated with the Customer Agreement are in accordance with applicable State of Texas requirements. These supporting fiscal documents will be retained by Vendor for a period of four (4) years after the date of submission of the final invoices.

9.11 *Exhibit D Performance Criteria* of the TexasOnline 2.0 Master Agreement addresses the agreed upon performance criteria for TexasOnline 2.0, including Applications developed or maintained by Vendor, or otherwise provided to Customer by Vendor. Customer may notify DIR in writing of alleged performance failures and DIR may, in its sole and exclusive discretion as between DIR and Customer, determine that a performance failure may have occurred.

10. Termination

10.1 The Customer Agreement is effective upon execution by representatives of DIR, Vendor, and Customer and expires upon termination or expiration of the TexasOnline 2.0 Master Agreement (as renewed or extended), unless the Customer Agreement is earlier terminated as set forth below, or extended in accordance with Section 10.5 below.

10.2 In the event that any Party fails to carry out or comply with any of the material terms and conditions of the Customer Agreement, another Party may notify the breaching Party of such failure or default in writing and demand that the failure or default be remedied within thirty (30) days. In the event that the breaching Party fails to remedy such failure or default within thirty (30) days of receiving written notice, each other Party will have the right to cancel the Customer Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, Customer will not have the right to cancel the Customer Agreement if Vendor's failure or inability to comply with the terms and conditions of the Customer Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of Customer to provide the support and assistance that Vendor requires from Customer to perform its obligations under the Customer Agreement, and which Customer previously agreed to provide to Vendor. If Customer does not provide Vendor with the

requisite level or amount of support, for whatever reason, Vendor will, upon receipt of DIR approval, be entitled, but not obligated, to suspend or cancel any further work on the particular service or product or Application for which adequate support is not available, and focus its efforts on other services, products or Applications.

10.3 Except as otherwise provided in the TexasOnline 2.0 Master Agreement, or as provided below, DIR or Vendor may terminate the Customer Agreement without cause and without cost or penalty upon ninety (90) days' prior written notice. Notwithstanding the foregoing, with respect to services under Business Cases which are funded through Convenience Fees or Premium Subscription Fees, DIR or Vendor may terminate said Business Case without cost or penalty upon one hundred and eighty (180) days' prior written notice.

10.4 Upon written amendment signed by all Parties, Customer and Vendor may elect to continue Vendor's services under the Customer Agreement, notwithstanding the expiration or termination of the TexasOnline 2.0 Master Agreement.

10.5 Unless otherwise provided in Exhibit A herein, pursuant to the provisions of TexasOnline 2.0 Master Agreement and with respect to services that are not funded through Transaction Fees and Premium Subscription Fees, the Customer will pay any unrecovered costs associated with Vendor providing service to them through TexasOnline 2.0, if the Customer terminates the Customer Agreement for convenience or lack of funding before those costs are fully recovered. Such unrecovered costs will be calculated in accordance with Exhibit B Terms and Conditions, Section 11.03(d) Termination fee of the Master Agreement.

10.6 DIR may terminate this Customer Agreement following the determination by a competent judicial or quasi-judicial authority and Vendor's exhaustion of all legal remedies that Vendor, its employees, agents or Subcontractors have either offered or given any thing of value to an officer or employee of Customer or the State of Texas in violation of State law.

11. Dispute Resolution

If a dispute seeking money damages is identified by DIR, Vendor, or Customer, dispute resolution will follow the procedures outlined in Exhibit B Terms and Conditions, Section 11.11 Dispute Resolution of the TexasOnline 2.0 Master Agreement, which references Chapter 2260 of the Texas Government Code. Any pursuit of equitable relief will not constitute a waiver by DIR or Customer of any immunity from suit or liability. Notwithstanding the foregoing, DIR and Customer are not precluded from initiating a lawsuit for damages against Vendor in a court of competent jurisdiction and may do so without engaging in the process provided by Chapter 2260 of the Texas Government Code or 37 TEX. ADMIN. CODE § 34.1, et seq. (2001) (Department of Public Safety, Negotiation and Mediation of Certain Contract Disputes).

12. Miscellaneous Provisions

12.1 Custo mer Copyright and Content Non-Supervision Acknowledgment. The Customer represents to Vendor and DIR that the content and other materials furnished to Vendor by the Customer for TexasOnline 2.0 do not (i) violate any third party's copyright, intellectual property rights, rights of privacy or publicity or other similar rights and (ii) violate any applicable law or State rules and regulations for TexasOnline 2.0. The Customer acknowledges that neither Vendor nor DIR is responsible for investigation or approval of the content of any third party sites to which Customer's

links on TexasOnline 2.0. Further, the Customer acknowledges that neither DIR nor Vendor is responsible for the accuracy, completeness, or review of the content of the Customer's public records or text furnished by the Customer to Vendor or TexasOnline 2.0.

12.2 Any situati on that could adversely affect TexasOnline 2.0 may lead to the suspension of the Customer's Applications on TexasOnline 2.0. Vendor will give DIR and the Customer written notice immediately upon suspension.

Exhibit A

List of Application(s) Supported Under this Customer Agreement

1. Electronic Filing Manager (EFM) Application
   a) Court Intake Application
   b) Court Profile
   c) Court Registration
   d) Filer Registration
   e) Payment Services

List of Service(s) Provided Under this Customer Agreement

1. Electronic Filing Manager (EFM) Application
   - Electronic Payments System Credit Card Authorization Services/Settlement Services
   - Electronic Payments Chargeback Services
   - Filing Purge Services
   - Customer Information Center Services for Government Entity Applications
   - Customer Information Center Services for Electronic Payments transaction services
   - TexasOnline Hosting and Application Service Provider (ASP) Services
   - TexasOnline Training
   - Strategic Outreach
   - Physical Environment Management
   - Network Infrastructure Management
   - Hardware Management
   - Operating System Administration

Fee Schedule

1. Electronic Filing Manager (EFM) Application

   The fee schedule listed below outlines the convenience fees required from the Internet user for each completed transaction.

Government Entity Service Type	TxO Services Fee
Electronic Filing Manager Court Intake Services	$4.00 TexasOnline $2.00 County*
Cost Recovery on all Credit Card transactions	Based on the credit card type and starting at 2.25% the first year

*NIC will pay to Government Entity on a daily basis, for each accepted e-Filing the fee for cost recovery as approved by the Department of Information Resources Board.

texas.gov

Connect with us on:

http://www.linkedin.com/company/texas-gov

CONFIDENTIALITY NOTICE:
This e-mail and any attachments are confidential. If you are not the intended recipient, you do not have permission to disclose, copy, distribute, or open any attachments. If you have received this E-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system.

Dear Texas.gov Partner:

Texas.gov has been informed about a few jurisdictions scheduling their conversion from Texas.gov eFiling to TexFile. As each jurisdiction's conversion to TexFile is scheduled, there are a few considerations from the 118th Annual CDCAT Conference to which we would like to call your attention. Below are some items to remember from the presentation.

- **Refunds** – It is possible for each jurisdiction to initiate a refund through TPE up to one (1) year after the original transaction. Should a jurisdiction choose to process a refund, the refund will debit directly from the jurisdiction's bank account. Please review the bank account currently receiving eFiling credits, and insure it is enabled to support eFiling debits. Jurisdiction personnel will retain access to TPE for one year after the jurisdiction is converted to TexFile.

- **Chargebacks** – It is possible for jurisdiction constituents to initiate a chargeback up to one (1) year after the original transaction. Should a chargeback be initiated, the funds will debit from Texas.gov's bank account. Texas.gov will generate an invoice to the jurisdiction for reimbursement of the chargeback.

- **PCI SAQ** – Since refunds and chargebacks can process up to one (1) year after the original transaction, a PCI SAQ form will be needed from each jurisdiction one (1) year after the last transaction for that jurisdiction processes. If the jurisdiction anniversary date is 11/1/2013, and the last transaction is 12/1/2013, a PCI SAQ will be needed through 11/1/2014. If the jurisdiction anniversary date is 12/15/2013, and the last transaction is 12/1/2013, a PCI SAQ will NOT be needed in 2014. Texas.gov will continue to alert each impacted jurisdiction approximately four (4) months prior to their anniversary date. Please know, the PCI SAQ being completed for Texas.gov and eFiling is specific to transactions that process through Texas.gov. Please speak with the TexFile service provider about PCI requirements related to TexFile transactions.

Requesting Conversion - When a jurisdiction decides to schedule conversion to TexFile from eFiling, please update the below correspondence with jurisdiction specific information. An official communication is requested to be mailed to both Texas.gov Contracts Department, and the Department of Information Resources (DIR). Below is sample text of the communication a jurisdiction may provide on jurisdiction letterhead when converting to TexFile, and terminating Texas.gov eFiling services.

LETTEHEAD OF CUSTOMER (i.e. County)

Date

Texas NICUSA, LLC
Attention: Caren Clark, Contracts Manager
Email: caren.clark@egov.com
100 Congress Avenue, Suite 600
Austin, Texas 78701

Texas Department of Information Resources
Attention: George Monnat, Contracts Manager
Email: George.monnat@dir.texas.gov
300 W. 15th Street, Suite 1300
Austin, Texas 78701

Re: **Notice of Termination of eFiling Services for** _____jurisdiction name(s)_____ ("Customer") **effective as of** _____Date_____ ("Effective Date")

Dear Sir/Madam:

Pursuant to Section 10.5 of the eFiling Agreement between the State of Texas, acting by and through the Texas Department of Information Resources, Texas NICUSA, LLC and _____jurisdiction name(s)_____ ("eFiling Agreement"), the purpose of this correspondence is to provide written **Notice of Termination of eFiling Services effective as of** _____Date_____.

Also in accordance with Section 10.5 of the eFiling Agreement, this written notice is being given **no less** than 45 days prior to the Effective Date.

___jurisdiction name(s)_____ acknowledges it understands that eFiling Services will no longer be provided by Texas.gov as of 11:59 PM of the day prior to the Effective Date.

Sincerely,

Signatory Authority

Please note, that at 11:59 p.m. Central Time, on the night prior to the above effective date the following functions will occur.

- The specified jurisdiction will be removed from the Service Provider sites.

- New filings can no longer be submitted.
- Existing filings will remain available for 30 days.
- eFiling Logins will be disabled for jurisdiction personnel.
- No functions will be available through the eFiling User Interface.

Filings submitted on the conversion date, even after 5:00 p.m., will need to be disposed, and final jurisdiction close-out reports generated prior to 11:59 p.m. that day.

Thank you for partnering with Texas.gov and enabling electronic filling for our fellow Texans.

Please contact the Texas.gov Service Desk at txservicedesk@egov.com, should there be Texas.gov questions. Please contact the TexFile project manager at brian.mcgrath@tylertech.com should there be TexFile questions.

Thank you
Randy

Randall J. (Randy) Storm
TPE Administrator

Texas.gov
100 Congress Avenue, Suite 600
Austin, Texas 78701
Office: 512.651.9817 | Mobile: 512.586.0744
Fax: 512.651.9337
rstorm@egov.com
Visit our **award-winning** website and services at:

texas.gov

Connect with us on:

CONFIDENTIALITY NOTICE:
This e-mail and any attachments are confidential. If you are not the intended recipient, you do not have permission to disclose, copy, distribute, or open any attachments. If you have received this E-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system.

---

texas.gov **image001.png**
9 KB

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: TexFile Conversion Instruction email

From : Caren Clark <caren.clark@egov.com> Thu, Aug 15, 2013 07:55 AM

Subject : RE: TexFile Conversion Instruction email 6 attachments

To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>, Barbara Lazenby <barbara.lazenby@egov.com>

Ms. Garcia,

There are no costs related to the termination itself. However, to make clear, as outlined in Mr. Storm's email below, there may well be Refunds, chargebacks. I can confirm that the submission of the notice of termination has no associated fees related to the termination itself.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, August 14, 2013 5:08 PM
To: Clark, Caren
Cc: Martha Salazar; Rocio Villarreal
Subject: Re: TexFile Conversion Instruction email

Ms. Clark:
Please confirm that no penalty cost and or any unrecovered costs will be applied to Hidalgo County as stated under Section 10.6 of the eFiling Agreement in connection to submitting the "**Notice of Termination of eFiling Services"** as requested thus allowing the process to be initiated. Jurisdictions will be responsible for chargebacks and refunds.

Appreciate your assistance on this.

Thank you

From: "Caren Clark" <caren.clark@egov.com>
To: "evangelina garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Wednesday, August 14, 2013 3:47:25 PM
Subject: TexFile Conversion Instruction email

Dear Ms. Garcia,

Thank you for taking the time to speak with me this afternoon. As promised, I am forwarding the email (below) from Randy Storm, Texas.gov's TPE Administrator, informing counties of next steps related to TexFile Conversion. Mr. Storm's number and email may also be located in his signature line below. Best regards, Caren Clark

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Re: TexFile Conversion Instruction email

From : Clarissa Longoria <clarissa.longoria@co.hidalgo.tx.us> Thu, Aug 15, 2013 01:45 PM

Subject : Re: TexFile Conversion Instruction email 5 attachments

To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Nilda Van Hook <nilda.vanhook@co.hidalgo.tx.us>, Laura Hinojosa <laura.hinojosa@co.hidalgo.tx.us>, Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Ms. Vangie,

Here is the Amended Texas Supreme Court order that should accompany the Notice of Termination letter.

CLARISSA ARIEL LONGORIA
Technical Specialist | Information Technology
100 E. Cano, 4th Floor
Edinburg, Texas 78539
Tel: 956.292.7010 x6014 | Cell: 956.219.4414 | Fax: 956.292.7013
clarissa.longoria@co.hidalgo.tx.us

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Clarissa Longoria" <clarissa.longoria@co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Nilda Van Hook" <nilda.vanhook@co.hidalgo.tx.us>, "Laura Hinojosa" <laura.hinojosa@co.hidalgo.tx.us>, "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Thursday, August 15, 2013 1:30:11 PM
Subject: Re: TexFile Conversion Instruction email

Clarissa:

Ms. Vangie, from our office will proceed to do an agenda item for next Tuesday, August 20, 2013 Com Court Meeting. If you have any questions or concerns you may contact Ms. Vangie at ext. 4856.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281

IN THE SUPREME COURT OF TEXAS

Misc. Docket No. 13-9092

AMENDED ORDER REQUIRING ELECTRONIC FILING IN CERTAIN COURTS

This order mandates electronic filing ("e-filing") in all civil cases, including family and probate cases, by attorneys in appellate courts, and in all non-juvenile civil cases, including family and probate cases, by attorneys in district courts, statutory county courts, constitutional county courts, and statutory probate courts pursuant to a detailed implementation schedule.

Disputes in court require the exchange of information. The primary medium of that exchange has been paper. Texas courts have struggled for centuries to process, manage, and store court documents. With the information age, it is now possible to receive and store those documents digitally. Texas courts first experimented with this new medium in the 1990s when two district courts urged lawyers to file documents electronically. The benefits were immediate. With electronic filing, storage expenses decreased dramatically. Clerks that formerly spent time sorting and file-stamping documents could be assigned to more productive activities. Documents were no longer damaged or lost. The public, lawyers, and judges could instantly access vital pleadings, accelerating the progress of litigation. These efficiencies prompted the judiciary to initiate a pilot project in January 2003 to test and refine the e-filing model. That model was instituted statewide in 2004 through the state's Texas.gov[1] internet portal. Since that time, a growing number of trial and appellate courts have implemented e-filing.

Currently, the following courts in Texas accept e-filing:

- Supreme Court of Texas (mandatory);
- 9 of the 14 courts of appeals (5 mandatory);

[1] The portal was originally named TexasOnline.

- 236 district courts and 81 county courts covering 51 counties and more than 80% of the state's population (mandatory in a few district courts);
- 7 statutory probate courts covering 7 counties; and
- 28 justice courts covering 12 counties.

While most of these courts have accepted e-filings through the Texas.gov portal, several courts have adopted systems that diverge from the Supreme Court's e-filing exemplar. As a result, Texas litigants and attorneys confront several different systems and must master the requirements for each. Without a centralized and uniform portal for accessing court case information, the advantages of filing electronically are greatly diminished.

The federal courts, including the bankruptcy courts, district courts and courts of appeals, offer e-filing through a unified, nationwide system, and most of those courts require lawyers to file electronically. Twenty-three states mandate e-filing to varying degrees. These courts have reported dramatic improvements in efficiency and decreased costs.

This Court convened a hearing on December 8, 2011, to assess the benefits and drawbacks of creating a uniform statewide e-filing system. The Court received testimony from the Chair of the Judicial Committee on Information Technology, a district judge, four district clerks, a representative of the current e-filing vendor, a representative of an e-filing service provider and a law firm technology officer. The Court also received numerous written comments. Almost all of the individuals who testified at that hearing and submitted written comments supported mandatory e-filing and implementation of a uniform statewide system.

The testimony revealed a number of benefits to e-filing in Texas courts, including quicker access to e-filed documents; increased efficiency for attorneys and litigants; reduced printing and mailing costs for attorneys and litigants; reduced storage costs for clerks; greater security of court documents in the event of disaster; more efficient use of court staff, as employees typically assigned to accept documents at the clerk's office counter can be retrained for higher skilled positions; and increased transparency and access to the courts. Information can generally be found more quickly in an e-filed document because of the capacity to search for words and phrases. Documents can also be easily cross-referenced and hyperlinks can facilitate direct citation to other filings, legal databases, and exhibits. All of this enhances the quality of legal advocacy and the quantity of information the tribunal possesses when deciding the case.

The testimony also revealed a number of concerns, including the high cost of e-filing associated with the "toll-road" structure of the current system, which requires litigants to pay a fee each time a document is e-filed; the current system's inability to allow certain government[2] and indigent filers to e-file documents at no cost; the decentralized nature of the current system

[2] Government filers referenced here are those which are not statutorily required to pay filing fees.

and accompanying local e-filing rules; and the inability of the current technology to handle an increase in filings.

While considering the information received at the hearing, the Court learned that the vendor who managed the Texas.gov system would not renew its contract. Accordingly, unless appropriate measures were taken, e-filing would expire in Texas in August 2012.[3] The Court, the Judicial Committee on Information Technology ("JCIT"), the Department of Information Resources, and others determined that it would be prudent to seek a new vendor. The Office of Court Administration ("OCA") procured and signed a contract with a new vendor to provide e-filing to all Texas courts through a system called "TexFile." The TexFile system drastically reduces the cost of e-filing and electronic service. TexFile will also permit indigent and certain government filers to submit documents at no cost. Finally, the new system will be scalable to handle as many filings as necessary and will allow for better integration with existing case management software in the courts.

This Court relies on JCIT to develop policy recommendations for the Judiciary on matters relating to technology. JCIT has spent the last several years evaluating the existing e-filing structure and determining how to improve service to the courts and citizens of Texas. After much study, JCIT recommended that the Court "mandate a statewide, uniform system of e-filing for all courts with a phased implementation starting with the most populous counties."

After considering the testimony, both oral and written, provided at the Court's hearing, along with the recommendations of JCIT regarding e-filing, the Supreme Court of Texas concludes that mandatory e-filing in civil cases will promote the efficient and uniform administration of justice in Texas courts.

Accordingly, it is **ORDERED** that:

1. This Order governs e-filing in all civil cases, including family and probate cases, at the Supreme Court of Texas and courts of appeals, and in all non-juvenile civil cases, including family and probate cases, at the district courts, statutory county courts, constitutional county courts, and statutory probate courts.

2. E-filing will be mandatory in the Supreme Court of Texas and in all civil cases in the courts of appeals effective January 1, 2014.

3. E-filing will be mandatory in all non-juvenile civil cases in the district courts, statutory county courts, constitutional county courts and statutory probate courts according to the

[3] An eighteen month extension was negotiated between DIR and the current vendor to allow for a transition to a new vendor.

following implementation schedule based upon the counties' 2010 Federal Census population:

a. Courts in counties with a population of 500,000 or more – January 1, 2014
b. Courts in counties with a population of 200,000 to 499,999 – July 1, 2014
c. Courts in counties with a population of 100,000 to 199,999 – January 1, 2015
d. Courts in counties with a population of 50,000 to 99,999 – July 1, 2015
e. Courts in counties with a population of 20,000 to 49,999 – January 1, 2016
f. Courts in counties with a population less than 20,000 – July 1, 2016

4. Once a court is subject to mandatory e-filing under this Order, attorneys must e-file all documents in civil cases, except documents exempted by this Order or rules adopted by this Court, through TexFile, the e-filing portal provided by OCA. Attorneys must not file documents through any alternative electronic document filing transmission system (including fax filing), except in the event of emergency. Persons not represented by an attorney may e-file documents, but e-filing is not required.

5. Once a court is subject to mandatory e-filing under this Order, courts and clerks must not offer to attorneys in civil cases any alternative electronic document filing transmission system (including fax filing), except in the event of emergency. And courts and clerks must not accept, file, or docket any document filed by an attorney in a civil case that is not filed in compliance with this Order, except in the event of emergency.

6. The Supreme Court will adopt rules governing e-filing and e-service in accordance with the mandate schedule above.

7. Courts or clerks who believe they cannot comply with this Order by the implementation date specified may petition the Supreme Court for an extension, which may be granted for good cause shown.

This Order supersedes and vacates Misc. Docket No. 12-9206 dated December 11, 2012.

SO ORDERED, this 24th day of June, 2013.

Wallace B. Jefferson, Chief Justice

Nathan L. Hecht, Justice

Paul W. Green, Justice

Phil Johnson, Justice

Don R. Willett, Justice

Eva M. Guzman, Justice

Debra H. Lehrmann, Justice

Jeffrey S. Boyd, Justice

John P. Devine, Justice

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

August 20, 2013

Texas NICUSA, LLC
Attention: Caren Clark, Contracts Manager
Email: caren.clark@egov.com
100 Congress Avenue, Suite 600
Austin, Texas 78701

Texas Department of Information Resources (DIR)
Attention: George Monnat, Contracts Manager
Email: George. monnat@dir.texas.gov
300 W. 15th Street, Suite 1300
Austin, Texas 78701

Re: **Notice of Termination of eFiling Services for Hidalgo County effective as Of September 17, 2013**

Dear Sir/Madam:

Pursuant to Section 10.5 of the eFiling Agreement between the State of Texas, acting by and through the Texas Department of Information Resources, Texas NICUSA, LLC and **Hidalgo County** ("eFiling Agreement"), the purpose of this correspondence is to provide written **Notice of Termination of eFiling Services effective as of September 17, 2013**.

Also in accordance with Section 10.5 of the eFiling Agreement, this written notice is being given **no less** than 45 days prior to the Effective Date.

Hidalgo County acknowledges it understands that eFiling Services will no longer be provided by Texas.gov as of 11:59 of the day prior to the Effective Date.

Sincerely,

_____
Ramon Garcia, Hidalgo County Judge

APPROVED

AI-33902 **16. 0.**

CC CONSENT

Meeting Date: 09/11/2012

Submitted For: Martha Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of clarification on action taken on July 24, 2012, of an error as displayed on page 5 of Amendment submitted by Texas.gov Contracts, stipulating "Brooks County" and whereas it has been corrected by Texas.gov to reflect "Hidalgo County".

BACKGROUND

Page Five requires for County Judge to initial said revised page. Said agreement provides customer services through the Texas.gov services for eFiling and ePay services as provided by the County Clerk and District Clerk Offices through this agreement at no cost to Hidalgo County.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

NO FISCAL IMPACT ON THIS AGENDA SINCE THIS IS ONLY FOR CLARIFICATION PURPOSES.

Attachments

Previous Agenda Documentation

Revised page and correspondence

Form Review

Inbox	Reviewed By	Date
Purchasing Department		
Budget & Management		
Auditor's Office		

Form Started By: Vangie Garcia Started On: 08/28/2012 01:18 PM

APPROVED

AI-33262 **Purchasing Department** **40. A. 0.**
CC REGULAR
Meeting Date: 07/24/2012
Department Head: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of an "Amendment" to the current DIR Contract No. DIR-SDD-IC427(approved by CC-12/01/09) as submitted by Texas.gov Contracts, acting by and through the Texas Department of Information Resources and Texas NICUSA, LLC., for the purposes of a transition that will begin September 1, 2012 with new fees, terms and conditions as utilized by the Hidalgo County Clerk and District Clerk Offices.

BACKGROUND

Said service customer agreement provides the Texas.gov services for eFiling and ePay services for Hidalgo County Clerk and District Clerk Offices.

Fiscal Impact

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

BUDGETARY IMPACT:

This is at no cost to the County-rates are incurred and paid by customers utilizing these on-line services as offered by the County Clerk and District Clerk Offices through this contract with Texas NICUSA.

Attachments

Current Agreement with Texas NICUSA
Amendment to agreement and legal's approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/19/2012 04:36 PM
Budget & Management	Merlen P. Munoz	07/19/2012 04:50 PM
Purchasing Department	Marty Salazar	07/19/2012 04:36 PM
Budget & Management	Merlen P. Munoz	07/19/2012 04:50 PM
Sylvia Solis		
Auditor's Office		

Form Started By: Vangie Garcia Started On: 07/13/2012 05:03 PM

texas.gov

100 Congress Avenue
Suite 600
Austin, Texas 78701
tel 512.651.9300
fax 512.651.9334

Texas.gov is a service of Texa

June 28, 2012

Arturo Guajardo Jr.
County Clerk
Hidalgo County
100 N. Closner
Edinburg, Texas 78540

RE: Customer Agreement Amendment for eFiling services

Dear Mr. Guajardo Jr.:

As you are aware, the Texas eFiling program is entering a period of transition that will begin September 1, 2012. As detailed in the letter from the Office of Court Administration (OCA), dated June 1, 2012, the transition requires new fees and new terms and conditions, requiring an amendment to your Texas.gov Customer Agreement.

Attached is the Customer Agreement amendment supporting the following changes:

- The OCA and Texas Supreme Court anticipate requiring eFiling services from Texas.gov through February 2014.
- The Customer Agreement for eFiling will expire at the same time the Texas Supreme Court eFiling Agreement expires or is terminated.
- Early termination of the Customer Agreement requires 12-months prior written notice.
- The eFiling and eService fees have been increased by $1 each.

Please have the appropriate individual with signatory authority sign the amendment and return the executed document no later than August 31, 2012, via electronic delivery or via postal service to the following address:

Texas.gov Contracts
100 Congress Ave. Suite 600
Austin, TX 78701
TXNICUSA-Contracts@egov.com

We will continue to update you on the progress of the transition, communications with constituents, and materials that will assist you in updating your website, written materials, etc. so that you can better serve your constituents. We will also be working with OCA to communicate with constituents regarding the transition to the new vendor for Texas eFiling.

We appreciate your continued support of the eFiling service and will work diligently to ensure a smooth transition. Please contact our Contract Manager, Brittany Perkins via phone at 512.501.5981 or email bperkins@egov.com, should you have any questions or comments.

Respectfully,

Erin Hutchins
Director of Portal Operations
Texas NICUSA, LLC

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, July 18, 2012 4:21 PM
To: 'Mayra Rangel'
Subject: RE: TEXAS NICUSA

Will do, appreciate your response.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 1856
email: evangelina.garcia@co.hidalgo.tx.us

From: Mayra Rangel [mailto:mayra.rangel@co.hidalgo.tx.us]
Sent: Wednesday, July 18, 2012 4:06 PM
To: evangelina.garcia@co.hidalgo.tx.us
Cc: 'The Honorable Laura Hinojosa'; 'Stephanie Palacios'; 'Ricardo Contreras'; 'Nilda Vanhook'
Subject: RE: TEXAS NICUSA

Good afternoon Evangelina,

Ms. Hinojosa has approved to proceed with agenda item. If you should have any questions, please do not hesitate to call me at 956.289.7808 or Ms. Hinojosa at 956.318.2200 ext. 6251.

Thank you,
Mayra Rangel

From: Stephanie Palacios [mailto:stephanie.palacios@co.hidalgo.tx.us]
Sent: Monday, July 16, 2012 3:08 PM
To: 'Mayra Rangel'
Subject: FW: TEXAS NICUSA

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, July 16, 2012 11:31 AM
To: 'Stephanie Palacios'
Cc: 'Martha Salazar'
Subject: TEXAS NICUSA

Good Morning Stephanie:
Hope you are doing fine, listen, please brief Ms. Hinojosa on the following so that I may proceed with an agenda item.

Back on December 1, 2009 (see attachment), an agenda item was approved with "TEXAS NICUSA"-DIR CONTRACT for the E-Pay and E-Filing Services for both the County Clerk and District Clerk Offices.

AMENDMENT 1 TO THE CUSTOMER AGREEMENT
BETWEEN
THE STATE OF TEXAS, ACTING BY AND THROUGH THE
TEXAS DEPARTMENT OF INFORMATION RESOURCES
AND,
TEXAS NICUSA, LLC
AND
HIDALGO COUNTY

Purpose: The purpose of this amendment is to edit the Customer Agreement.

Whereas, effective January 1, 2010, the Texas Department of Information Resources (DIR), Hidalgo County (Customer), and Texas NICUSA, LLC (Vendor) entered into a Customer Agreement to provide Texas.gov services.

BACKGROUND

The Office of Court Administration (OCA), the Texas Supreme Court, and the Judicial Committee on Information Technology (JCIT), have jointly extended eFiling service through Texas.gov, for up to 18 months, to February, 2014, to accommodate OCA procurement of a new eFiling provider and transition to the new solution.

AUTHORITY

This amendment is coterminous with the Texas Supreme Court Customer Agreement for the eFiling service.

EFFECTIVE DATE

This amendment is effective as of **September 1, 2012.**

For good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties do hereby amend the Customer Agreement as follows, all other terms and conditions remain the same.

1. Edit Customer Agreement:

    1.1. Customer Agreement—Standard Terms and Conditions, delete Section 10 in its entirety and replace with the following:

    10. Termination

    10.1 The Customer Agreement is effective on September 1, 2012 and expires no later than the earlier of February 28, 2014 or the termination or expiration of either the TexasOnline 2.0 Master Agreement or the Texas Supreme Court eFiling Customer Agreement, unless this Customer Agreement is earlier terminated as set forth below, or extended in accordance with Section 10.4 below.

    10.2 In the event that any Party fails to carry out or comply with any of the material terms and conditions of the Customer Agreement, another Party may notify the breaching Party of

such failure or default in writing and demand that the failure or default be remedied within thirty (30) days. In the event that the breaching Party fails to remedy such failure or default within thirty (30) days of receiving written notice, each other Party will have the right to cancel the Customer Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, Customer will not have the right to cancel the Customer Agreement if Vendor's failure or inability to comply with the terms and conditions of the Customer Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of Customer to provide the support and assistance that Vendor requires from Customer to perform its obligations under the Customer Agreement, and which Customer previously agreed to provide to Vendor. If Customer does not provide Vendor with the requisite level or amount of support, for whatever reason, Vendor will, upon receipt of DIR approval, be entitled, but not obligated, to suspend or cancel any further work on the particular service or product or Application for which adequate support is not available, and focus its efforts on other services, products or Applications.

10.3 Except as otherwise provided in the Texas Online 2.0 Master Agreement or as provided below, DIR and Vendor may terminate the Customer Agreement without cause and without cost or penalty no earlier than August 31, 2013 and with 90-day prior written notice.

10.4 Upon written amendment signed by all Parties, Customer and Vendor may elect to continue Vendor's services under the Customer Agreement, notwithstanding the expiration or termination of the TexasOnline 2.0 Master Agreement.

10.5 Except as otherwise provided in the Texas Online 2.0 Master Agreement or as provided below, Customer may terminate the Customer Agreement without cause and without cost or penalty no earlier than August 31, 2013 and with 45-day prior written notice.

10.6 Unless otherwise provided in Exhibit A herein, pursuant to the provisions of TexasOnline 2.0 Master Agreement and with respect to services that are not funded through Transaction Fees and Premium Subscription Fees, the Customer will pay any unrecovered costs associated with Vendor providing service to them through Texas.gov, if the Customer terminates the Customer Agreement for convenience or lack of funding prior to August 31, 2013 and before those costs are fully recovered. Such unrecovered costs will be calculated in accordance with Exhibit B Terms and Conditions, Section 11.03(d) Termination fee of the Master Agreement.

10.7 DIR may terminate this Customer Agreement following the determination by a competent judicial or quasi-judicial authority and Vendor's exhaustion of all legal remedies that Vendor, its employees, agents or Subcontractors have either offered or given anything of value to an officer or employee of Customer or the State of Texas in violation of State law.

2. Replace Exhibit A in its entirety with the attached Exhibit A to apply the following changes:

2.1. Edit Fee Schedule – Section 1. Electronic Filing Manager (EFM) Application, as follows:
2.1.1. Update Texas.gov Filing Fee

2.1.2. Update payment terms

3. Add Exhibit B in its entirety with the attached Exhibit B.

AGREED AND ACCEPTED:

Vendor:

By: Erin Hutchins

Print Name: Erin Hutchins

Title: Director of Portal Operations

Date: 6/28/12

Texas Department of Information Resources:

By: _____

Print Name: Carl D. Marsh

Title: Chief Operating Officer

Date: _____

Legal: _____

Customer:

By: Ramon Garcia

Print Name: Ramon Garcia

Title: Hidalgo County Judge

Date: 7/26/12

Phone: 956-318-2600

Email: _____

ATTEST: Arturo Guajardo Jr.

ARTURO GUAJARDO, JR., COUNTY CLERK

Exhibit A: Amendment 1

Customer: Hidalgo County

List of Application(s) Supported Under this Customer Agreement
1. Electronic Filing Manager (EFM) Application A. Court Intake Application B. Court Profile C. Court Registration D. Filer Registration E. Payment Services

List of Service(s) Provided Under this Customer Agreement
• **Electronic Filing Manager (EFM) Application** • Electronic Payments System Credit Card Authorization Services/Settlement Services • Electronic Payments Chargeback Services • Filing Purge Services • Customer Information Center Services for Government Entity Applications • Customer Information Center Services for Electronic Payments transaction services • TexasOnline Hosting and Application Service Provider (ASP) Services • TexasOnline Training • Strategic Outreach • Physical Environment Management • Network Infrastructure Management • Hardware Management • Operating System Administration

Fee Schedule

1. Electronic Filing Manager (EFM) Application

Fee Schedule

1. Electronic Filing Manager (EFM) Application

The fee schedule listed below outlines the Texas.gov Services Fees required from the Internet user for each completed transaction.

Service Type	Texas.gov Services Fee
Electronic Filing Manager Court Intake Services	• $5.00 Texas.gov Filing Fee • $2.00 Customer Fee
Credit Card Payment Processing (not applicable to Indigent Filing)	2.25% of all fees collected – Credit Card Payment Processing Fee

- Vendor will be paid a Texas.gov Filing Fee plus the Credit Card Payment Processing Fee as indicated in the above table.
- Vendor will process payment and pay to Customer the Customer Fee identified in the above table along with the statutory filing fees associated to filing cases in Hidalgo County as approved by the Department of Information Resources Board.
- Vendor will pay any applicable credit card fees per the terms of its agreement(s) with the payment card companies.
- Vendor is responsible for processing Texas.gov Filing Fee refunds.
- Customer is responsible for processing all Customer Fee refunds.
- Customer is responsible for financial reconciliation of chargebacks and any associated fees.
- Vendor understands and agrees that Vendor may not change the Customer Fee unless the Vendor receives the express written approval of the Customer and approval by the DIR Board.

Customer Initials & Date

9/28/12
Vendor Initials & Date

Exhibit B: Application and Services Description

The Vendor offers a variety of support services to Customers. The specific list of services and applications that Vendor has agreed to provide to Customer under this Agreement are set forth in Exhibit A of the Agreement between the Customer and Vendor.

The following table is a comprehensive list of all services currently offered by Vendor, and may be amended from time to time by Vendor.

Service	Description
A. Electronic Payment Engine Payment Interface Services	Vendor will provide a Payment interface ("Electronic Payment Engine") that will be hosted at a Vendor web site. The Customer applications will pass encrypted transaction data to the site using a secured connection. The interface will include: • SSL 128bit encryption or greater secure interface to Electronic Payment Engine • Pre-load validation of record packet submitted by the Customer application • Response record packet returned to the Customer application If the Customer is hosting the application, they will be responsible for submitting to Electronic Payment Engine, hosted by Vendor, the required record as specified in the Texas.gov Payment Engine, Payment Services Specifications.
B. Electronic Payment Engine Credit Card Authorization Services/Settlement Services	• Vendor will provide authorization and settlement transaction services for credit cards (Visa, MasterCard, Discover, and American Express). • Vendor will receive the encrypted pay request transaction through a secure (minimum SSL 128bit) interface. • Each incoming transaction will be logged for auditing. • Pre-authorization validation will be performed against the payment record, which includes all required information to process an electronic payment. • If valid, the transaction will be submitted for approved credit and process authorization. • A response record will be returned to the Customer application containing either authorization data or denial/error codes. • An outgoing transaction record will be recorded for auditing. • The cutoff for transactions will be 2:00 a.m. ET daily. • The processor will transfer all funds to the Customer bank account. Vendor is not responsible for actual fund transfers.
C. Electronic Payment Engine ACH Services	For Automated Clearing House (ACH), Vendor will provide the following services: Vendor will receive the encrypted pay request transaction

	through a secure (minimum SSL 128 bit) interface. • Each incoming transaction will be recorded for auditing. • Pre-authorization validation will be performed against the payment record, to verify that all information required to process an electronic payment is provided. • If valid, the transaction will be authorized using current financial data. Only the ABA routing number is validated. • A response record will be returned to the Customer application containing either authorization data or denial/error codes. • An outgoing transaction record will be recorded for auditing.
D. Automated USAS Interface	Vendor will prepare a file of online transactions and forward it to the Comptroller each banking day. In turn, the file is provided to the Customer via the Comptroller. The file will be formatted according to the specification defined in the Texas.gov Payment Engine Specifications.
E. Application for Electronic Payment Engine Refund Services for Credit Cards	Vendor will provide an online, secured application for the Customer to access in order to process refunds to Visa, MasterCard, American Express, and Discover. • Only authorized users will have access to the Refund application, which will be controlled by login. • A unique identifier for the transaction that is being refunded will be required to initiate the refund. • Users will enter the Customer program specific data and the amount to be refunded. • The transaction will be submitted to the credit card processor for settlement, which will result in funds being debited from the Customer's accounts and the user's card being credited with the refund. • Incoming and outgoing transactions will be recorded for audit. • Refund transactions will be included with other authorized transactions that are sent to the Comptroller each day as a batch file. Transfers will only occur on bank business days. • The Customer will be able to print and save a record of the refund transaction.
F. Application for Electronic Payment Engine Refund Services for ACH (non-USAS Vendor)	Vendor will provide an online, secured application for the Customer to access in order to process refunds to ACH transactions. • Only authorized users will have access to the Refund application, which will be controlled by login. • A unique identifier for the transaction that is being refunded will be required to initiate the refund.

	• Users will enter the Customer program specific data and the amount to be refunded. • The transaction will be submitted to the NACHA network for settlement, which will result in funds being debited from the Customer's accounts and the user's bank account being credited with the refund. • Incoming and outgoing transactions will be recorded for audit. • Refund transactions will be included with other authorized transactions that are sent to the Customer each day as a batch file. Transfers will only occur on bank business days. The Customer will be able to print and save a record of the refund transaction.
G. Hosting Support Services	Vendor may provide services related to the support of Texas.gov. These services include, but are not limited to: • Application hosting • Architecture development and/or review • Security services as they relate to the Master Agreement • System monitoring and administration • Log-in credentialing • Offsite back-up storage • Operational maintenance • Remote management • SSL certificate services
H. Texas.gov Authentication Service	• Section 2054.271 of the Texas Government Code allows for Texas.gov to authenticate customers against Customer databases in lieu of requiring a signed or notarized document. • The Texas.gov Authentication Service is a web service that allows the Customer to collect data from a user and verify that the data elements match the Texas.gov Authentication Database. • Vendor provides Texas.gov Authentication Service • Customer agrees to use the service solely for the Customer Application specified in Exhibit A.
I. Helpdesk Services for Texas.gov Applications	Vendor may provide first through third level customer support through the Texas.gov Helpdesk. Level 1 Support duties: • Responding to user phone calls via a published toll free number • Responding to user email queries via a published help desk email address. • Following established procedures to answer questions

	• Escalating issues that are not resolved to Level 2 support • Recording all issues in a tracking system. Level 2 Support duties: • Responding to phone calls escalated from Level 1 support • Responding to emails escalated from Level 1 Support • Following established procedures to answer questions and issues • Escalating issues that are not resolved to Level 3 Support • Recording issue resolution into the tracking system Level 3 Support duties: • Responding to issues escalated from Level 2 support • Conducting a systems analysis to determine cause for issue • Development of a work around or fix for the issue Vendor may provide Level 1 and Level 2 support for the Customer hosted application(s) through the Texas.gov Helpdesk. If Helpdesk support is not able to resolve the issue, the issue will be escalated to the Customer for Level 3 support. For Texas.gov Hosted applications, Vendor may provide Level 1 through Level 3 support. A live call center operation will handle user phone calls and email 24 hours a day, 7 days a week. However, future alterations to these times and days may occur periodically throughout the term of this Agreement if Vendor determines that peak usage of the Framework is at times other than those described above. The call center services are offered in English and Spanish.
J. Change Management	Change Management is a process used to ensure that changes are introduced and managed in a way that provides quality assurance and prevents unnecessary changes. The process is described in the Master Agreement, Exhibit H: Governance, Attachment H1: Policies and Procedures Manual, Section 6.3 Change Management Process.
K. Texas.gov Service Desk	The primary point of contact for Customers regarding day-to-day customer, technical, and planning support. Additionally, the Service Desk will be responsible for providing communications regarding impairments and outages.
L. Filing Purge Services	• Customer will check and accept or reject all filings on at least a daily basis. • Vendor will purge all filings 10 days after the Customer acts on the filing by accepting or rejecting the filing.

	• All filings will be purged no later than 30 days after they are submitted by the filer.
M. Texas.gov Training	Vendor will provide training support documentation on the appropriate use of the Texas.gov EFM.
N. Physical Environment Management	Vendor will provide physical security and access management, protected power supply, air conditioning and fire suppression through its eGovernment Data Center.
O. Network Infrastructure Management	• Vendor will provide Front-End Network Management, Firewall Infrastructure and Support Services, Intrusion Detection Services, Back-End Network Management and technical support for the Texas.gov EFM located at Vendor's eGovernment Data Center. • Vendor will manage all the Texas.gov EFM resources necessary to get users to Customer's applications and return the information to them. This includes the switches, load-balancing devices, bandwidth regulating devices, and other related devices.
P. Hardware Management	• Vendor will provide Hardware Installation, Hardware Management and support for Texas.gov EFM components located at Vendor's eGovernment Data Center. • Vendor will install and maintain Texas.gov EFM servers and server components and will ensure third-party service providers for hardware are notified appropriately, when required.
Q. Operating System Administration	• Vendor will provide Operating System Software installation, configuration, optimization, and support for Texas.gov EFM components located at Vendor's eGovernment Data Center. • Vendor will create the underlying Texas.gov EFM environment and work with Customer to ensure that systems are configured and tuned appropriately to support the needs of Customer applications.
S. Point of Sale Payment Services	• Vendor will provide application for over-the-counter processing and a magnetic card reader for credit card data collection. • MagTek devices encrypt data at the moment of swipe for data security and meet PCI DSS compliance requirements.
T. Card-swiping Device-Support	Vendor will provide specialized Service Desk support to assist Customer with changes, upgrades, and replacement of MagTek card-swiping devices used for data collection, ID validation, and access control at the point of sale (POS).

Electronic Filing Manager (EFM) Application: Specific Descriptions and Definitions

Vendor Obligations

Service	Description
A. EFM Training	Vendor agrees to provide training to the Customer concerning profile, intake functions and financial reconciliation related to the services provided under this Agreement. Vendor agrees to assist the Customer in understanding and implementing the security policies and procedures as needed.
B. EFM Privacy and Security	Vendor agrees that the Customer's information is owned by the Customer, and Vendor agrees that it will not use the Customer's information for any purpose except as authorized by the Customer. Vendor will make commercially reasonable efforts to meet the security standards described in the Master Contract and provide for the security and integrity of all information obtained pursuant to this Agreement.
C. EFM Service Levels - Page Loading Time	Vendor will provide page loading time to the User on an average of 5 seconds, measured at the Web server. • Page loading performance will be measured by opening respective pages through a browser at a Web server located at the site hosting the pages. • Pages containing specialized content, specifically those containing eFiling documents, are not exempted from the average page loading time commitment. • The User is the third party who requests service. • Submission of the filing by the filer is exempted from the average loading time commitment. Under no circumstances shall the Customer be construed to be the User under this Agreement.
D. EFM Service Levels- Up-Time and Availability	Vendor will provide up-time and availability of the Texas.gov network and electronic payment system of 99.5%. • Service level will be measured monthly by Vendor. • Vendor reserves the right to restrict the size of eFiling attached documents to preserve performance commitments. The following will <u>not</u> be included in Vendor's up-time and availability computation: • Scheduled and planned outages for the purposes of upgrades or maintenance. Upon receipt of TDIR approval, Vendor will promptly notify the Customer of all scheduled and planned outages. • All outages will be scheduled with a minimum of 72 hours of advance notice to the TDIR, and shall occur only during non-peak hours, unless otherwise agreed

	by the parties. • If less than 72 hour notice is given or the TDIR does not approve the upgrade or maintenance, the outage will be considered down-time. Special Circumstances • The Customer may request an outage with respect to services and that outage will not be considered down-time. • If systems or components not owned, controlled, or contracted by Vendor fail resulting in an outage, that outage will not be considered down-time, unless the cause of the failure can be shown to have been a result of Vendor negligence or malfeasance. • Service outages caused by the failure of the Customer's application code or Customer maintained portions of the application or infrastructure are not considered down-time.
E. EFM Service Failure	If for any reason Texas.gov or Vendor are unable to electronically receive or transmit a document, then Vendor will deliver the document to the Customer in a form acceptable to the Customer by 5 p.m. on the first business day following Vendor receipt of notice from the Customer of the failure.
F. EFM Convenience Fee	Vendor will submit convenience fee change requests to DIR for approval and fee changes will be implemented within thirty (30) days of approval. • The convenience fee charged to users of Texas.gov will be clearly indicated to users. • Users will be required to give explicit confirmation that they have agreed to pay the convenience fee.
G. EFM Unsuccessful Payment	It is the Electronic Filing Service Provider's responsibility to collect the payment amount from the filer for all filings submitted with unsuccessful payment. Outstanding funds for all filings that are accepted without successful payment for a given month will be transferred from the Vendor Bank account to the Customer's bank account by the tenth (10th) business day of the following month.
H. EFM Electronic Payments Chargeback Services	Vendor and the Customer will develop mutually acceptable procedures for the Customer to follow in order to process chargebacks for applicable credit card transactions.
I. EFM Information Center (CIC) Services for County Applications	Vendor will provide first level customer support for the Customer applications through the Texas.gov CIC. • First level support includes responding to phone calls

	and email requests for assistance in using the application. • Questions that cannot be answered by a first level technician will be forwarded either to the Customer contact or level two support for resolution. • First and second level support is limited to technical support regarding the Texas.gov network or availability and application functionality. Customer business questions or filing rules, as they pertain to eFiling, are the responsibility of the Customer. • Questions that require the Customer's response will be forwarded to the Customer for resolution. • Users will be referred appropriately. A live call center operation will handle user phone calls daily from 7:00a.m. to 7:00p.m. CST, 7 days a week. If Vendor determines that peak usage of the framework is at times other than those described above, then alterations to these times and days may occur in accordance with the Agreement.
J. EFM Customer Information Center Services for Electronic Payment Transaction Services	Vendor will provide first through third level customer support through the Texas.gov CIC for the payment transactions processed through the Electronic Payments System. • First level support includes responding to phone calls and email requests for assistance in using the application. • Questions that require a Customer response will be forwarded to the Customer contact for resolution. • Questions that require the Electronic Payments Systems investigation or response will be forwarded to the Electronic Payments Customer Support areas. A live call center operation will handle user phone calls daily from 7:00a.m. to 7:00p.m. CST, 7 days a week. If Vendor determines that peak usage of the framework is at times other than those described above, then alterations to these times and days may occur in accordance with the Agreement.
K. EFM Texas.gov Hosting and Application Service provider (ASP) Services	Services provided by Vendor include all services related to the hosting of eFiling applications including: • Application design • Database design and setup • Standard interface design to meet the statewide court filing standard. • Interface design for exchange between Texas.gov and the Electronic Payments System • Support secure communications standards between

	Texas.gov and the Customer. • Application development and testing. • Page and form development • Continued application enhancements and modifications. • Applications support and maintenance
L. EFM Strategic Outreach	Services provided by Vendor include the following strategic outreach services: • Provide a sample communication plan for the Customer; and if appropriate, consider the possibility of a joint marketing plan and/or expenditure with the Customer.
M. EFM Web Service Interface	Service provided by Vendor to provide the Customer with a standard interface for the exchange of files.

Customers Obligations

Service	Description
A. EFM Financial Information **EFM Financial Information (cont.)**	Not later than 60 days prior to implementation, the Customer must provide to Vendor banking information for all required financial accounts including, but not limited to: • Customer's Financial Contact's Name, Title, Mailing Address. Telephone Number, and Email Address. • Customer's Bank's Name, Address, Account Number, and ABA number. • Customer's Bank's Contact Name and Phone Number • Voided Check or Bank letter on Customer's Bank's Letterhead The required financial information is subject to change according to what is needed to correctly process fees and disburse payments to the Customer. Vendor shall maintain the confidentiality of the Customer's banking information by keeping it in a secure location and Vendor shall not use the information for any purposes whatsoever, other than those consistent with this Agreement.
B. EFM Testing Applications and Interfaces	The Customer is responsible for testing the performance of the following: • Customer produced and maintained applications and interfaces to Texas.gov and; • the User acceptance eFiling services and enhancements. The Customer and Vendor agree to one forty-five (45) day Pilot Phase beginning on the inception of service so that the

	Customer can evaluate the services and test for performance and reliability of services. • If the Customer is dissatisfied during the initial Pilot Phase, Vendor shall have thirty (30) days from receipt of notice of Customer's dissatisfaction to make changes and satisfy the Customer.
C. EFM Training	After the initial training provided by Vendor, the Customer is responsible for training Customer employees concerning profile, intake functions, and financial reconciliation.
D. EFM Contact Number	The Customer agrees to provide a contact number so that inquiries from the Customer Information Center may be received between 8:00 a.m. and 5:00 p.m. central standard time.
E. EFM Texas.gov Logo and Hyperlink	The Customer agrees to provide on the Customer's web page a hyperlink to Texas.gov home page and display the Texas.gov logo. The Customer will maintain the hyperlink to Texas.gov and change the URL as requested by Texas.gov.
F. EFM Receipt of Electronic Filings	• The Customer is responsible for receipt of filings made on Texas.gov, when the filing is available for access on the Texas.gov browser. • The Customer agrees to review electronic filings that occur on regular Customer business days and accept or reject electronic filings, unless the Customer is down or otherwise unable to review electronic filings due to circumstances beyond the Customer's control. • The Customer shall notify Vendor within fifteen {15) minutes or as soon as possible that the Customer is down or otherwise unable to electronically receive documents.
G. EFM System, Software, and Interface	• The Customer agrees to support reasonable efforts by Vendor to upgrade the Texas Department of Information Resources environment operating system, application server software, web server software, and hardware on Customer environments, as hosted by Vendor. • The Customer is responsible for reasonable costs associated with the development of an automated interface application that would process data available from eFiling into the Customer's systems, subject to prior written approval by the Customer. • Vendor agrees to support the Customer in creating an interface to the Department of Information Resources in a timely manner, subject to the approval of the Department of Information Resources.

H. EFM Convenience Fee	A convenience fee is paid by the User for each completed transaction. • Under no condition shall the Customer be responsible for payment of the convenience fee or any other payment of money under this Agreement or in relation to this Agreement. • The amount of the convenience fee is set out in Exhibit A, attached hereto and incorporated herein.
I. EFM Security and Privacy	• The Customer agrees to follow recommended security policies and procedures promulgated by Vendor from time to time. • The Vendor will assist the Customer in understanding and implementing these security policies and procedures to avoid identified risks. • The Customer agrees to comply with the privacy statements displayed on the Texas.gov site.

Evangelina Garcia

From: Steve Crain [scrain@atlashall.com]
Sent: Wednesday, July 18, 2012 8:57 AM
To: 'Evangelina Garcia'
Subject: RE: TEXAS NICUSA-E-filing and E-pay Agreement

Vangie: Ignore my previous email. The amendment is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, July 17, 2012 5:17 PM
To: 'Steve Crain'
Subject: FW: TEXAS NICUSA-E-filing and E-pay Agreement

Here you go Mr. Crain.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, July 17, 2012 4:45 PM
To: 'Evangelina Garcia'
Subject: FW: TEXAS NICUSA-E-filing and E-pay Agreement

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, July 17, 2012 3:43 PM
To: 'Martha Salazar'
Subject: RE: TEXAS NICUSA-E-filing and E-pay Agreement

Marty: Can you resend as I cannot open the amendment. Thanks.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, July 17, 2012 8:04 AM
To: scrain@atlashall.com
Cc: 'Evangelina Garcia'; 'Darlene Betancourt'
Subject: FW: TEXAS NICUSA-E-filing and E-pay Agreement
Importance: High

Mr. Crain:
Please review and comment on attached agreement. I suggest you read the text below first as it gives information.
Marty

TexasOnline 2.0
Customer Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Texas NICUSA, LLC

and

Hidalgo County

DIR Contract No. DIR-SDD-IC427

This Customer Agreement is effective on the 1st day of January, 2010 by and between the Texas Department of Information Resources (DIR), Texas NICUSA, LLC (Vendor), and Hidalgo County (Customer). DIR, Vendor, and Customer may each be referred to as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

Capitalized terms not defined herein shall have the meaning set forth in the Master Agreement.

BACKGROUND

TexasOnline 2.0 is based on, and subject to, the TexasOnline 2.0 Master Agreement between DIR and Vendor dated July 31, 2009, including the Customer Agreement Standard Terms and Conditions. TexasOnline 2.0 is the name of the official web portal and application delivery framework for the State of Texas.

AGREEMENT

IN CONSIDERATION of mutual covenants and agreements contained in this Customer Agreement, DIR, Vendor, and Customer agree as follows:

1. Customer may receive Services provided by TexasOnline 2.0 by agreeing to abide by this Customer Agreement, including the Customer Agreement Standard Terms and Conditions. The TexasOnline 2.0 Master Agreement and this Customer Agreement represent the entire agreement for access to, and use of, TexasOnline 2.0 Services by Customer.
2. TexasOnline 2.0 offers a variety of website development and hosting, e-commerce and related support services to Customers. Exhibit A provides the List of Applications, List of Services, and Fee Schedule for this Customer Agreement. Specifications and additional terms for a service or application may be described in a Business Case. The applicable approved Business Case will be listed in Exhibit A and attached thereto, and is incorporated by reference for all purposes into this Customer Agreement.
3. All notices permitted or required under this Customer Agreement will be in writing and will be by personal delivery, a nationally recognized overnight courier service, e-mail, or certified mail, return receipt requested. Notices will be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the U.S. Postal Service. Notices will be sent to the addresses listed below, or to such other address as each Party may specify in writing.

If to DIR:

Texas Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, TX 78701

If to Vendor:

Texas NICUSA, LLC
301 Congress Avenue, Suite 400
Austin, TX 78701

With a copy to:

NIC, Inc. General Counsel (Legal Notice)
25501 West Valley Parkway, Suite 300
Olathe, Kansas 66061

If to Customer:

Hidalgo County: Attn Martha L. Salazar
2802 S Business Hwy 281, New Administration Building
Edinburg, TX 78539

AGREED AND ACCEPTED:

Vendor:

By: _____

Name: Jeffrey A. McElroy

Title: President

Texas Department of Information Resources:

By: Cindy Reed

Name: Cindy Reed

Title: Deputy Executive Director

Customer:

By: HIDALGO COUNTY

Name: _____

Title: HIDALGO COUNTY JUDGE

Customer Agreement—Standard Terms and Conditions

These terms and conditions apply to each Customer Agreement, to which they are incorporated, by and between the Texas Department of Information Resources (DIR), TexasOnline 2.0 Vendor (Vendor) and Customer of TexasOnline 2.0. DIR, Vendor, and Customer may each be referred to herein as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

BACKGROUND

A. TexasOnline 2.0 is based on, and subject to, the TexasOnline 2.0 Master Agreement between DIR and Vendor dated July 31, 2009. TexasOnline 2.0 is the name of the official web portal and application delivery framework for the State of Texas.

B. DIR executed a contract with International Business Machines Corporation (IBM) on November 22, 2006, (Data Center Services Master Services Agreement) based on House Bill 1516, 79th Legislature (Regular Session) to establish a consolidated Data Center, and accordingly all data center services provided by Vendor, excluding DIR-approved Services under the TexasOnline 2.0 Master Agreement are managed and provided by IBM under the Data Center Services Master Services Agreement.

STANDARD TERMS AND CONDITIONS

1. Customer Agreement Elements

    1.1 The Parties acknowledge and agree that the terms of the TexasOnline 2.0 Master Agreement will apply to the Customer Agreement, and will remain in full force and effect except as may be expressly modified by the terms of a Customer Agreement or any amendment to the TexasOnline 2.0 Master Agreement made in accordance with specific provisions of the TexasOnline 2.0 Master Agreement, Section 5 Contract Amendments. In the event of any conflict between the terms and conditions of a Customer Agreement and those of the TexasOnline 2.0 Master Agreement, the terms and conditions in the TexasOnline 2.0 Master Agreement will govern with respect to the Parties and the Services delivered, unless the Customer Agreement specifically identifies by section number a clause of the TexasOnline 2.0 Master Agreement and indicates that the Customer Agreement will be controlling. Notwithstanding the foregoing, the Parties agree that as between Vendor and DIR on the one hand, and Customer on the other, Sections 8.1, 8.2 and 9.7 in the Customer Agreement Terms and Conditions will control over any expressly conflicting statement contained in the TexasOnline 2.0 Master Agreement, if any. The Parties acknowledge the TexasOnline 2.0 Master Agreement is subject to subsequent amendment by Vendor and DIR pursuant to its terms and agree that, to the extent any such amendments impact any Customer Agreement terms and conditions, such amendments will automatically apply to the Customer Agreement with no further action by the Parties.

    1.2 These Customer Agreement Standard Terms and Conditions may be modified by DIR and Vendor pursuant to the modification of terms of the TexasOnline 2.0 Master Agreement. Such modifications will be effective as to the affected Customer Agreements following thirty days written notice to the Customers.

1.3 Customer Agreements will continue until terminated as specified therein, and subject to the terms of the TexasOnline 2.0 Master Agreement, and Vendor will provide the Services described in the agreed attachments to the Customer Agreement.

2. DIR Approval

Customer acknowledges that in order for Vendor to provide services pursuant to a Customer Agreement, DIR must approve placing Customer's website and/or applications (each approved website or application is an "Application") on the TexasOnline 2.0 system. A list of websites and/or applications using services under a Customer Agreement is included in the Customer Agreement (which also includes information on the specific applications and fees).

3. Services Available to Customer

Vendor offers a variety of website development and hosting, e-commerce and related support services to participants. The specific list of services and applications that Vendor has agreed to provide Customer will be specified in each Customer's Customer Agreement.

4. Customer Website Security

If Customer is hosting its own website, Customer will follow recommended security standards for Texas State and local government websites, and will conform to security policies and procedures in the TexasOnline 2.0 Master Agreement, Attachment G-9 Security Plan. Customer acknowledges that any failure on its part to follow recommended security standards may place its own data and operations at risk as well as those of Vendor and other governmental entities. Vendor will not be liable for violations of security policies and procedures by Customer. Additionally, failure to comply with security standards may lead to the suspension or termination of the availability of the Applications on TexasOnline 2.0 by Vendor and DIR. Vendor will give DIR and the Customer notification of non-compliance immediately upon suspension.

5. Strategic Outreach

In marketing Customer services accessible through TexasOnline 2.0 through brochures, press releases, advertisements, and other mail-outs and information pieces, Customer will include in any marketing piece in any medium that the services are provided in affiliation with TexasOnline 2.0 and will use the TexasOnline 2.0 logo and universal resource locator (URL) provided by Vendor for such purpose. Customer agrees to explore the possibility of co-marketing with Vendor the Customer services available through TexasOnline 2.0 so that marketing costs are shared. There will be a link to the Customer URL from TexasOnline 2.0.

6. Fees

For the Services provided by Vendor, Vendor is entitled to the fees set out in Exhibit A to this Customer Agreement. A Customer Agreement can be modified for the addition of fees as new Applications are included in Customer Services based on mutual agreement of DIR, Vendor, and Customer.

7. Customer Obligations

In addition to any other Customer obligations set out in the Exhibits to this Customer Agreement and the TexasOnline 2.0 Master Agreement, Customer will have the obligations herein.

7.1 Customer will utilize a single merchant ID for the Application(s) listed on Exhibit A, unless expressly set out in Exhibit A.

7.2 Customer will provide a contact number for the Application or Application(s) on an 8:00 a.m. - 5:00 p.m. CT (Monday through Friday) basis to receive 2nd level inquiries routed from the Help Desk.

7.3 Customer will cooperate with Vendor in Vendor's performance of its obligations under this Agreement. Customer will agree to an online security audit if requested by Vendor. Customer will not store or retain any credit card number or the automated clearing house (ACH) account number captured on its systems.

7.4 Customer will comply with the terms of use and privacy statements, which are displayed on the TexasOnline 2.0 Website, and with all applicable laws related to information received from or distributed to individuals using the TexasOnline 2.0 Applications. Customer acknowledges that no personally identifiable or private information collected through TexasOnline 2.0 may be used by Customer for any purpose or provided to any third party unless: (i) the user is given clear prior notice of the possibility of such other use, and (ii) the user affirmatively consents to such use (i.e., the user "opts-in" to the contemplated use of his or her personally identifiable or private information), and (iii) the Customer agrees to its use or the use is otherwise permitted under the privacy statement. Notwithstanding the foregoing, the Parties acknowledge that such information may be required by law to be provided to law enforcement, or may be used in investigating unauthorized use of TexasOnline 2.0.

7.5 Customer will provide access to information and systems as necessary to assist Vendor in performing its obligations hereunder and under the TexasOnline 2.0 Master Agreement.

7.6 Customer will follow reasonable security standards regarding physical security, data, and systems, and will not knowingly or negligently take actions to, or by omissions put, State Information or Customer at risk of loss, damage, or breach of security.

7.7 Customer will at all times be responsible for the backup and preservation of any data within its control, which does not reside on TexasOnline 2.0.

7.8 Customer will process all refunds for its users. Customer will use the Vendor Customer Service interface application to process credit card refunds requested by its users.

7.9 Customer will notify Vendor in writing of all laws, rules and regulations, and changes thereto, that affect TexasOnline 2.0.

8. Representations and Warranties by Vendor

8.1 VENDOR REPRESENTS AND WARRANTS THAT ALL SERVICES PERFORMED UNDER THIS CUSTOMER AGREEMENT WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.2 NEITHER DIR NOR VENDOR WILL HAVE ANY LIABILITY WHATSOEVER TO CUSTOMER FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS CUSTOMER AGREEMENT OR THE RIGHTS PROVIDED HEREUNDER SUFFERED BY CUSTOMER EVEN IF VENDOR IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DIR'S OR VENDOR'S TOTAL LIABILITY TO

CUSTOMER HEREUNDER FOR ANY REASON EXCEED THE SHARE OF TOTAL REVENUE RECEIVED, BY VENDOR OR DIR AS APPROPRIATE, UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING SUCH CLAIM. THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS LIMITATION OF DAMAGES IS A FREELY BARGAINED FOR ALLOCATION OF RISK.

8.3 Vendor represents and warrants that Vendor, to the best of its knowledge, has no actual or potential conflicts of interest in providing services to Customer under the Customer Agreement and that Vendor's provision of services under the Customer Agreement to the best of its knowledge would not reasonably create an appearance of impropriety.

8.4 Vendor represents and warrants that neither Vendor nor any person or entity, which will participate financially in the Customer Agreement, has received compensation from Customer for participation in preparation of specifications for the Customer Agreement. Vendor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with the Customer Agreement.

9. General Terms

9.1 Customer agrees and acknowledges that the terms of the TexasOnline 2.0 Master Agreement related to force majeure, confidentiality, and any additional limitations on damages will apply to the Customer Agreement. This section only applies to the extent authorized by law.

9.2 Except as expressly provided herein, no provision of the Customer Agreement will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, Customer does not waive any privileges, rights, defenses, remedies or immunities available to Customer.

9.3 This Customer Agreement will be construed and governed by the laws of the State of Texas and is performable in Travis County, Texas. Venue for any action relating to a Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

9.4 If one or more provisions of this Customer Agreement, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Customer Agreement and the application of the provision to other Parties or circumstances will remain valid and in full force and effect

9.5 Except as provided in Section 1.2 above, the Customer Agreement may be amended only upon written agreement between DIR, Vendor, and Customer, but in no case will the Customer Agreement be amended so as to make it conflict with the laws of the State of Texas.

9.6 Neither DIR, nor Vendor, nor Customer may assign or transfer this Customer Agreement without the written consent of the other Parties, which consent will not be unreasonably withheld, except that upon written notice to DIR and Customer, Vendor may assign the Customer Agreement without

DIR's and Customer's consent to any entity that Vendor controls, is controlled by, or is under common control with, (provided such entity is adequately capitalized) or to any entity which acquires or succeeds to all or substantially all of the business or assets of Vendor whether by consolidation, merger, sale or otherwise (such as a spin-off of Vendor).

9.7 *Exhibit B Terms and Conditions,* Section 14.01 Ownership of Intellectual Property; Infringement and Misappropriation of the TexasOnline 2.0 Master Agreement is incorporated herein by reference and will apply to work product created by Vendor pursuant to the Customer Agreement.

9.8 Vendor will serve as an independent contractor in providing services under this Customer Agreement. Vendor's employees are not and will not be construed as employees of Customer.

9.9 Vendor will have no authority to act for or on behalf of Customer except as provided for in the Customer Agreement and the TexasOnline 2.0 Master Agreement; no other authority, power, or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of Customer other than those incurred in performance of the Customer Agreement.

9.10 In addition to the requirements of Exhibit B Terms and Conditions, Section 8.01 Financial record retention and audit of the TexasOnline 2.0 Master Agreement, Vendor will maintain and retain supporting fiscal documents adequate to ensure that claims for Customer Agreement funds associated with the Customer Agreement are in accordance with applicable State of Texas requirements. These supporting fiscal documents will be retained by Vendor for a period of four (4) years after the date of submission of the final invoices.

9.11 *Exhibit D Performance Criteria* of the TexasOnline 2.0 Master Agreement addresses the agreed upon performance criteria for TexasOnline 2.0, including Applications developed or maintained by Vendor, or otherwise provided to Customer by Vendor. Customer may notify DIR in writing of alleged performance failures and DIR may, in its sole and exclusive discretion as between DIR and Customer, determine that a performance failure may have occurred.

10. Termination

10.1 The Customer Agreement is effective upon execution by representatives of DIR, Vendor, and Customer and expires upon termination or expiration of the TexasOnline 2.0 Master Agreement (as renewed or extended), unless the Customer Agreement is earlier terminated as set forth below, or extended in accordance with Section 10.5 below.

10.2 In the event that any Party fails to carry out or comply with any of the material terms and conditions of the Customer Agreement, another Party may notify the breaching Party of such failure or default in writing and demand that the failure or default be remedied within thirty (30) days. In the event that the breaching Party fails to remedy such failure or default within thirty (30) days of receiving written notice, each other Party will have the right to cancel the Customer Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, Customer will not have the right to cancel the Customer Agreement if Vendor's failure or inability to comply with the terms and conditions of the Customer Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of Customer to provide the support and assistance that Vendor requires from Customer to perform its obligations under the Customer Agreement, and which Customer previously agreed to provide to Vendor. If Customer does not provide Vendor with the

requisite level or amount of support, for whatever reason, Vendor will, upon receipt of DIR approval, be entitled, but not obligated, to suspend or cancel any further work on the particular service or product or Application for which adequate support is not available, and focus its efforts on other services, products or Applications.

10.3 Except as otherwise provided in the TexasOnline 2.0 Master Agreement, or as provided below, DIR or Vendor may terminate the Customer Agreement without cause and without cost or penalty upon ninety (90) days' prior written notice. Notwithstanding the foregoing, with respect to services under Business Cases which are funded through Convenience Fees or Premium Subscription Fees, DIR or Vendor may terminate said Business Case without cost or penalty upon one hundred and eighty (180) days' prior written notice.

10.4 Upon written amendment signed by all Parties, Customer and Vendor may elect to continue Vendor's services under the Customer Agreement, notwithstanding the expiration or termination of the TexasOnline 2.0 Master Agreement.

10.5 Unless otherwise provided in Exhibit A herein, pursuant to the provisions of TexasOnline 2.0 Master Agreement and with respect to services that are not funded through Transaction Fees and Premium Subscription Fees, the Customer will pay any unrecovered costs associated with Vendor providing service to them through TexasOnline 2.0, if the Customer terminates the Customer Agreement for convenience or lack of funding before those costs are fully recovered. Such unrecovered costs will be calculated in accordance with Exhibit B Terms and Conditions, Section 11.03(d) Termination fee of the Master Agreement.

10.6 DIR may terminate this Customer Agreement following the determination by a competent judicial or quasi-judicial authority and Vendor's exhaustion of all legal remedies that Vendor, its employees, agents or Subcontractors have either offered or given any thing of value to an officer or employee of Customer or the State of Texas in violation of State law.

11. Dispute Resolution

If a dispute seeking money damages is identified by DIR, Vendor, or Customer, dispute resolution will follow the procedures outlined in Exhibit B Terms and Conditions, Section 11.11 Dispute Resolution of the TexasOnline 2.0 Master Agreement, which references Chapter 2260 of the Texas Government Code. Any pursuit of equitable relief will not constitute a waiver by DIR or Customer of any immunity from suit or liability. Notwithstanding the foregoing, DIR and Customer are not precluded from initiating a lawsuit for damages against Vendor in a court of competent jurisdiction and may do so without engaging in the process provided by Chapter 2260 of the Texas Government Code or 37 TEX. ADMIN. CODE § 34.1, et seq. (2001) (Department of Public Safety, Negotiation and Mediation of Certain Contract Disputes).

12. Miscellaneous Provisions

12.1 Custo mer Copyright and Content Non-Supervision Acknowledgment. The Customer represents to Vendor and DIR that the content and other materials furnished to Vendor by the Customer for TexasOnline 2.0 do not (i) violate any third party's copyright, intellectual property rights, rights of privacy or publicity or other similar rights and (ii) violate any applicable law or State rules and regulations for TexasOnline 2.0. The Customer acknowledges that neither Vendor nor DIR is responsible for investigation or approval of the content of any third party sites to which Customer's

links on TexasOnline 2.0. Further, the Customer acknowledges that neither DIR nor Vendor is responsible for the accuracy, completeness, or review of the content of the Customer's public records or text furnished by the Customer to Vendor or TexasOnline 2.0.

12.2 Any situati on that could adversely affect TexasOnline 2.0 may lead to the suspension of the Customer's Applications on TexasOnline 2.0. Vendor will give DIR and the Customer written notice immediately upon suspension.

Exhibit A

List of Application(s) Supported Under this Customer Agreement
1. Electronic Filing Manager (EFM) Application a) Court Intake Application b) Court Profile c) Court Registration d) Filer Registration e) Payment Services

List of Service(s) Provided Under this Customer Agreement
1. Electronic Filing Manager (EFM) Application • Electronic Payments System Credit Card Authorization Services/Settlement Services • Electronic Payments Chargeback Services • Filing Purge Services • Customer Information Center Services for Government Entity Applications • Customer Information Center Services for Electronic Payments transaction services • TexasOnline Hosting and Application Service Provider (ASP) Services • TexasOnline Training • Strategic Outreach • Physical Environment Management • Network Infrastructure Management • Hardware Management • Operating System Administration

Fee Schedule

1. Electronic Filing Manager (EFM) Application

   The fee schedule listed below outlines the convenience fees required from the Internet user for each completed transaction.

Government Entity Service Type	TxO Services Fee
Electronic Filing Manager Court Intake Services	$4.00 TexasOnline $2.00 County*
Cost Recovery on all Credit Card transactions	Based on the credit card type and starting at 2.25% the first year

*NIC will pay to Government Entity on a daily basis, for each accepted e-Filing the fee for cost recovery as approved by the Department of Information Resources Board.

C-09-498-12-01
APPROVED BY COMMISSIONERS COURT: 12/01/09

"TEXAS NICUSA"-DIR STATE CONTRACT'S AWARDED VENDOR
"E-PAY AND E-FILING SERVICES" FOR HIDALGO COUNTY CLERK'S AND DISTRICT CLERK'S OFFICES

ATTEST:

Arturo Guajardo, Jr., County Clerk

AI-18714 **13.C.**

Texas Online- "E-pay" and "E-filing Services"-Hidalgo County Clerk and District Clerk Offices

CC CONSENT

Date:	12/01/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

A. Requesting approval for the continuation of services for the Texas Online for "E-pay" (e-commerce transactions) and "E-filing Services" with the newly selected awarded vendor "Texas NICUSA" through the Texas Department Of Information Resources (DIR) for the Texas Electronic Framework Standard Service Level Agreement-(TEF) for Hidalgo County Clerk's Office and District Clerk's Office;

B. Requesting approval for the new service agreement for the Texas Online for "E-pay" (e-commerce transactions) and "E-filing Services" with Texas NICUSA-DIR-TXO-001, newly selected and awarded vendor through the Texas Department Of Information Resources (DIR) for Hidalgo County Clerk's Office and District Clerk's Office.

BACKGROUND

Department of Information Resources (DIR) went out on Request For Offers again for these services and a new vendor (Texas NICUSA) was selected and awarded for a seven (7) year term. For the first contract year, a period commencing on the effective date of July 31, 2009 and ending on August 31, 2010, and for each ensuing contract year thereafter will be commencing on September 1st and ending August 31st. The new vendor will manage the Texas Online, the state's Internet portal. (see attachment for further information)

Original service agreement previously approved by Commissioners Court on July 29, 2004 for Hidalgo County Clerk's Office and was amended to include Hidalgo County District Clerk's Office on October 18, 2005 with awarded vendor then being "BearingPoint". (see attachment for review)

Department Of Information Resources (DIR) has notified "BearingPoint, Inc." that they are no longer the contracted vendor for these services thus officially closing out the service agreement in place with them for Hidalgo County.

Fiscal Impact

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

BUDGETARY IMPACT:
Will bear no fiscal impact to Hidalgo County. Services are at no cost.

Attachments

Link: County Clerk's Agreement with Minutes
Link: District Clerk's Amendment to Agreement with Minutes
Link: Service Agreement
Link: DIR'S NOTICE OF AWARD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	11/23/2009 12:48 PM	CREATED
1	Purchasing Department	Marty Salazar	11/24/2009 04:44 PM	APRV
2	Budget & Management	Erika Zamora	11/24/2009 04:48 PM	APRV
3	Sylvia Solis			PEND
4	Auditor's Office			

Form Started By: Vangie Garcia Started On: 11/23/2009 12:48 PM

TexasOnline 2.0
Customer Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Texas NICUSA, LLC

and

Hidalgo County

DIR Contract No. DIR-SDD-IC427

This Customer Agreement is effective on the 1st day of January, 2010 by and between the Texas Department of Information Resources (DIR), Texas NICUSA, LLC (Vendor), and Hidalgo County (Customer). DIR, Vendor, and Customer may each be referred to as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

Capitalized terms not defined herein shall have the meaning set forth in the Master Agreement.

BACKGROUND

TexasOnline 2.0 is based on, and subject to, the TexasOnline 2.0 Master Agreement between DIR and Vendor dated July 31, 2009, including the Customer Agreement Standard Terms and Conditions. TexasOnline 2.0 is the name of the official web portal and application delivery framework for the State of Texas.

AGREEMENT

IN CONSIDERATION of mutual covenants and agreements contained in this Customer Agreement, DIR, Vendor, and Customer agree as follows:

1. Customer may receive Services provided by TexasOnline 2.0 by agreeing to abide by this Customer Agreement, including the Customer Agreement Standard Terms and Conditions. The TexasOnline 2.0 Master Agreement and this Customer Agreement represent the entire agreement for access to, and use of, TexasOnline 2.0 Services by Customer.
2. TexasOnline 2.0 offers a variety of website development and hosting, e-commerce and related support services to Customers. Exhibit A provides the List of Applications, List of Services, and Fee Schedule for this Customer Agreement. Specifications and additional terms for a service or application may be described in a Business Case. The applicable approved Business Case will be listed in Exhibit A and attached thereto, and is incorporated by reference for all purposes into this Customer Agreement.
3. All notices permitted or required under this Customer Agreement will be in writing and will be by personal delivery, a nationally recognized overnight courier service, e-mail, or certified mail, return receipt requested. Notices will be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the U.S. Postal Service. Notices will be sent to the addresses listed below, or to such other address as each Party may specify in writing.

If to DIR:

Texas Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, TX 78701

If to Vendor:

Texas NICUSA, LLC
301 Congress Avenue, Suite 400
Austin, TX 78701

With a copy to:

NIC, Inc. General Counsel (Legal Notice)
25501 West Valley Parkway, Suite 300
Olathe, Kansas 66061

If to Customer:

Hidalgo County: Attn Martha L. Salazar
2802 S Business Hwy 281, New Administration Building
Edinburg, TX 78539

AGREED AND ACCEPTED:

Vendor:

By: _____

Name: Jeffrey A. McCarthy

Title: President

Texas Department of Information Resources:

By: Cindy Reed

Name: Cindy Reed

Title: Deputy Executive Director

Customer:

By: HIDALGO COUNTY

Name: _____

Title: HIDALGO COUNTY JUDGE

Customer Agreement—Standard Terms and Conditions

These terms and conditions apply to each Customer Agreement, to which they are incorporated, by and between the Texas Department of Information Resources (DIR), TexasOnline 2.0 Vendor (Vendor) and Customer of TexasOnline 2.0. DIR, Vendor, and Customer may each be referred to herein as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

BACKGROUND

A. TexasOnline 2.0 is based on, and subject to, the TexasOnline 2.0 Master Agreement between DIR and Vendor dated July 31, 2009. TexasOnline 2.0 is the name of the official web portal and application delivery framework for the State of Texas.

B. DIR executed a contract with International Business Machines Corporation (IBM) on November 22, 2006, (Data Center Services Master Services Agreement) based on House Bill 1516, 79th Legislature (Regular Session) to establish a consolidated Data Center, and accordingly all data center services provided by Vendor, excluding DIR-approved Services under the TexasOnline 2.0 Master Agreement are managed and provided by IBM under the Data Center Services Master Services Agreement.

STANDARD TERMS AND CONDITIONS

1. Customer Agreement Elements

    1.1 The Parties acknowledge and agree that the terms of the TexasOnline 2.0 Master Agreement will apply to the Customer Agreement, and will remain in full force and effect except as may be expressly modified by the terms of a Customer Agreement or any amendment to the TexasOnline 2.0 Master Agreement made in accordance with specific provisions of the TexasOnline 2.0 Master Agreement, Section 5 Contract Amendments. In the event of any conflict between the terms and conditions of a Customer Agreement and those of the TexasOnline 2.0 Master Agreement, the terms and conditions in the TexasOnline 2.0 Master Agreement will govern with respect to the Parties and the Services delivered, unless the Customer Agreement specifically identifies by section number a clause of the TexasOnline 2.0 Master Agreement and indicates that the Customer Agreement will be controlling. Notwithstanding the foregoing, the Parties agree that as between Vendor and DIR on the one hand, and Customer on the other, Sections 8.1, 8.2 and 9.7 in the Customer Agreement Terms and Conditions will control over any expressly conflicting statement contained in the TexasOnline 2.0 Master Agreement, if any. The Parties acknowledge the TexasOnline 2.0 Master Agreement is subject to subsequent amendment by Vendor and DIR pursuant to its terms and agree that, to the extent any such amendments impact any Customer Agreement terms and conditions, such amendments will automatically apply to the Customer Agreement with no further action by the Parties.

    1.2 These Customer Agreement Standard Terms and Conditions may be modified by DIR and Vendor pursuant to the modification of terms of the TexasOnline 2.0 Master Agreement. Such modifications will be effective as to the affected Customer Agreements following thirty days written notice to the Customers.

1.3 Customer Agreements will continue until terminated as specified therein, and subject to the terms of the TexasOnline 2.0 Master Agreement, and Vendor will provide the Services described in the agreed attachments to the Customer Agreement.

2. DIR Approval

Customer acknowledges that in order for Vendor to provide services pursuant to a Customer Agreement, DIR must approve placing Customer's website and/or applications (each approved website or application is an "Application") on the TexasOnline 2.0 system. A list of websites and/or applications using services under a Customer Agreement is included in the Customer Agreement (which also includes information on the specific applications and fees).

3. Services Available to Customer

Vendor offers a variety of website development and hosting, e-commerce and related support services to participants. The specific list of services and applications that Vendor has agreed to provide Customer will be specified in each Customer's Customer Agreement.

4. Customer Website Security

If Customer is hosting its own website, Customer will follow recommended security standards for Texas State and local government websites, and will conform to security policies and procedures in the TexasOnline 2.0 Master Agreement, Attachment G-9 Security Plan. Customer acknowledges that any failure on its part to follow recommended security standards may place its own data and operations at risk as well as those of Vendor and other governmental entities. Vendor will not be liable for violations of security policies and procedures by Customer. Additionally, failure to comply with security standards may lead to the suspension or termination of the availability of the Applications on TexasOnline 2.0 by Vendor and DIR. Vendor will give DIR and the Customer notification of non-compliance immediately upon suspension.

5. Strategic Outreach

In marketing Customer services accessible through TexasOnline 2.0 through brochures, press releases, advertisements, and other mail-outs and information pieces, Customer will include in any marketing piece in any medium that the services are provided in affiliation with TexasOnline 2.0 and will use the TexasOnline 2.0 logo and universal resource locator (URL) provided by Vendor for such purpose. Customer agrees to explore the possibility of co-marketing with Vendor the Customer services available through TexasOnline 2.0 so that marketing costs are shared. There will be a link to the Customer URL from TexasOnline 2.0.

6. Fees

For the Services provided by Vendor, Vendor is entitled to the fees set out in Exhibit A to this Customer Agreement. A Customer Agreement can be modified for the addition of fees as new Applications are included in Customer Services based on mutual agreement of DIR, Vendor, and Customer.

7. Customer Obligations

In addition to any other Customer obligations set out in the Exhibits to this Customer Agreement and the TexasOnline 2.0 Master Agreement, Customer will have the obligations herein.

7.1 Customer will utilize a single merchant ID for the Application(s) listed on Exhibit A, unless expressly set out in Exhibit A.

7.2 Customer will provide a contact number for the Application or Application(s) on an 8:00 a.m. - 5:00 p.m. CT (Monday through Friday) basis to receive 2nd level inquiries routed from the Help Desk.

7.3 Customer will cooperate with Vendor in Vendor's performance of its obligations under this Agreement. Customer will agree to an online security audit if requested by Vendor. Customer will not store or retain any credit card number or the automated clearing house (ACH) account number captured on its systems.

7.4 Customer will comply with the terms of use and privacy statements, which are displayed on the TexasOnline 2.0 Website, and with all applicable laws related to information received from or distributed to individuals using the TexasOnline 2.0 Applications. Customer acknowledges that no personally identifiable or private information collected through TexasOnline 2.0 may be used by Customer for any purpose or provided to any third party unless: (i) the user is given clear prior notice of the possibility of such other use, and (ii) the user affirmatively consents to such use (i.e., the user "opts-in" to the contemplated use of his or her personally identifiable or private information), and (iii) the Customer agrees to its use or the use is otherwise permitted under the privacy statement. Notwithstanding the foregoing, the Parties acknowledge that such information may be required by law to be provided to law enforcement, or may be used in investigating unauthorized use of TexasOnline 2.0.

7.5 Customer will provide access to information and systems as necessary to assist Vendor in performing its obligations hereunder and under the TexasOnline 2.0 Master Agreement.

7.6 Customer will follow reasonable security standards regarding physical security, data, and systems, and will not knowingly or negligently take actions to, or by omissions put, State Information or Customer at risk of loss, damage, or breach of security.

7.7 Customer will at all times be responsible for the backup and preservation of any data within its control, which does not reside on TexasOnline 2.0.

7.8 Customer will process all refunds for its users. Customer will use the Vendor Customer Service interface application to process credit card refunds requested by its users.

7.9 Customer will notify Vendor in writing of all laws, rules and regulations, and changes thereto, that affect TexasOnline 2.0.

8. Representations and Warranties by Vendor

8.1 VENDOR REPRESENTS AND WARRANTS THAT ALL SERVICES PERFORMED UNDER THIS CUSTOMER AGREEMENT WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.2 NEITHER DIR NOR VENDOR WILL HAVE ANY LIABILITY WHATSOEVER TO CUSTOMER FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS CUSTOMER AGREEMENT OR THE RIGHTS PROVIDED HEREUNDER SUFFERED BY CUSTOMER EVEN IF VENDOR IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DIR'S OR VENDOR'S TOTAL LIABILITY TO

CUSTOMER HEREUNDER FOR ANY REASON EXCEED THE SHARE OF TOTAL REVENUE RECEIVED, BY VENDOR OR DIR AS APPROPRIATE, UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING SUCH CLAIM. THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS LIMITATION OF DAMAGES IS A FREELY BARGAINED FOR ALLOCATION OF RISK.

8.3 Vendor represents and warrants that Vendor, to the best of its knowledge, has no actual or potential conflicts of interest in providing services to Customer under the Customer Agreement and that Vendor's provision of services under the Customer Agreement to the best of its knowledge would not reasonably create an appearance of impropriety.

8.4 Vendor represents and warrants that neither Vendor nor any person or entity, which will participate financially in the Customer Agreement, has received compensation from Customer for participation in preparation of specifications for the Customer Agreement. Vendor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with the Customer Agreement.

9. General Terms

9.1 Customer agrees and acknowledges that the terms of the TexasOnline 2.0 Master Agreement related to force majeure, confidentiality, and any additional limitations on damages will apply to the Customer Agreement. This section only applies to the extent authorized by law.

9.2 Except as expressly provided herein, no provision of the Customer Agreement will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, Customer does not waive any privileges, rights, defenses, remedies or immunities available to Customer.

9.3 This Customer Agreement will be construed and governed by the laws of the State of Texas and is performable in Travis County, Texas. Venue for any action relating to a Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

9.4 If one or more provisions of this Customer Agreement, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Customer Agreement and the application of the provision to other Parties or circumstances will remain valid and in full force and effect

9.5 Except as provided in Section 1.2 above, the Customer Agreement may be amended only upon written agreement between DIR, Vendor, and Customer, but in no case will the Customer Agreement be amended so as to make it conflict with the laws of the State of Texas.

9.6 Neither DIR, nor Vendor, nor Customer may assign or transfer this Customer Agreement without the written consent of the other Parties, which consent will not be unreasonably withheld, except that upon written notice to DIR and Customer, Vendor may assign the Customer Agreement without

DIR's and Customer's consent to any entity that Vendor controls, is controlled by, or is under common control with, (provided such entity is adequately capitalized) or to any entity which acquires or succeeds to all or substantially all of the business or assets of Vendor whether by consolidation, merger, sale or otherwise (such as a spin-off of Vendor).

9.7 *Exhibit B Terms and Conditions,* Section 14.01 Ownership of Intellectual Property; Infringement and Misappropriation of the TexasOnline 2.0 Master Agreement is incorporated herein by reference and will apply to work product created by Vendor pursuant to the Customer Agreement.

9.8 Vendor will serve as an independent contractor in providing services under this Customer Agreement. Vendor's employees are not and will not be construed as employees of Customer.

9.9 Vendor will have no authority to act for or on behalf of Customer except as provided for in the Customer Agreement and the TexasOnline 2.0 Master Agreement; no other authority, power, or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of Customer other than those incurred in performance of the Customer Agreement.

9.10 In addition to the requirements of Exhibit B Terms and Conditions, Section 8.01 Financial record retention and audit of the TexasOnline 2.0 Master Agreement, Vendor will maintain and retain supporting fiscal documents adequate to ensure that claims for Customer Agreement funds associated with the Customer Agreement are in accordance with applicable State of Texas requirements. These supporting fiscal documents will be retained by Vendor for a period of four (4) years after the date of submission of the final invoices.

9.11 *Exhibit D Performance Criteria* of the TexasOnline 2.0 Master Agreement addresses the agreed upon performance criteria for TexasOnline 2.0, including Applications developed or maintained by Vendor, or otherwise provided to Customer by Vendor. Customer may notify DIR in writing of alleged performance failures and DIR may, in its sole and exclusive discretion as between DIR and Customer, determine that a performance failure may have occurred.

10. Termination

10.1 The Customer Agreement is effective upon execution by representatives of DIR, Vendor, and Customer and expires upon termination or expiration of the TexasOnline 2.0 Master Agreement (as renewed or extended), unless the Customer Agreement is earlier terminated as set forth below, or extended in accordance with Section 10.5 below.

10.2 In the event that any Party fails to carry out or comply with any of the material terms and conditions of the Customer Agreement, another Party may notify the breaching Party of such failure or default in writing and demand that the failure or default be remedied within thirty (30) days. In the event that the breaching Party fails to remedy such failure or default within thirty (30) days of receiving written notice, each other Party will have the right to cancel the Customer Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, Customer will not have the right to cancel the Customer Agreement if Vendor's failure or inability to comply with the terms and conditions of the Customer Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of Customer to provide the support and assistance that Vendor requires from Customer to perform its obligations under the Customer Agreement, and which Customer previously agreed to provide to Vendor. If Customer does not provide Vendor with the

requisite level or amount of support, for whatever reason, Vendor will, upon receipt of DIR approval, be entitled, but not obligated, to suspend or cancel any further work on the particular service or product or Application for which adequate support is not available, and focus its efforts on other services, products or Applications.

10.3 Except as otherwise provided in the TexasOnline 2.0 Master Agreement, or as provided below, DIR or Vendor may terminate the Customer Agreement without cause and without cost or penalty upon ninety (90) days' prior written notice. Notwithstanding the foregoing, with respect to services under Business Cases which are funded through Convenience Fees or Premium Subscription Fees, DIR or Vendor may terminate said Business Case without cost or penalty upon one hundred and eighty (180) days' prior written notice.

10.4 Upon written amendment signed by all Parties, Customer and Vendor may elect to continue Vendor's services under the Customer Agreement, notwithstanding the expiration or termination of the TexasOnline 2.0 Master Agreement.

10.5 Unless otherwise provided in Exhibit A herein, pursuant to the provisions of TexasOnline 2.0 Master Agreement and with respect to services that are not funded through Transaction Fees and Premium Subscription Fees, the Customer will pay any unrecovered costs associated with Vendor providing service to them through TexasOnline 2.0, if the Customer terminates the Customer Agreement for convenience or lack of funding before those costs are fully recovered. Such unrecovered costs will be calculated in accordance with Exhibit B Terms and Conditions, Section 11.03(d) Termination fee of the Master Agreement.

10.6 DIR may terminate this Customer Agreement following the determination by a competent judicial or quasi-judicial authority and Vendor's exhaustion of all legal remedies that Vendor, its employees, agents or Subcontractors have either offered or given any thing of value to an officer or employee of Customer or the State of Texas in violation of State law.

11. Dispute Resolution

If a dispute seeking money damages is identified by DIR, Vendor, or Customer, dispute resolution will follow the procedures outlined in Exhibit B Terms and Conditions, Section 11.11 Dispute Resolution of the TexasOnline 2.0 Master Agreement, which references Chapter 2260 of the Texas Government Code. Any pursuit of equitable relief will not constitute a waiver by DIR or Customer of any immunity from suit or liability. Notwithstanding the foregoing, DIR and Customer are not precluded from initiating a lawsuit for damages against Vendor in a court of competent jurisdiction and may do so without engaging in the process provided by Chapter 2260 of the Texas Government Code or 37 TEX. ADMIN. CODE § 34.1, et seq. (2001) (Department of Public Safety, Negotiation and Mediation of Certain Contract Disputes).

12. Miscellaneous Provisions

12.1 Custo mer Copyright and Content Non-Supervision Acknowledgment. The Customer represents to Vendor and DIR that the content and other materials furnished to Vendor by the Customer for TexasOnline 2.0 do not (i) violate any third party's copyright, intellectual property rights, rights of privacy or publicity or other similar rights and (ii) violate any applicable law or State rules and regulations for TexasOnline 2.0. The Customer acknowledges that neither Vendor nor DIR is responsible for investigation or approval of the content of any third party sites to which Customer's

links on TexasOnline 2.0. Further, the Customer acknowledges that neither DIR nor Vendor is responsible for the accuracy, completeness, or review of the content of the Customer's public records or text furnished by the Customer to Vendor or TexasOnline 2.0.

12.2 Any situati on that could adversely affect TexasOnline 2.0 may lead to the suspension of the Customer's Applications on TexasOnline 2.0. Vendor will give DIR and the Customer written notice immediately upon suspension.

Exhibit A

List of Application(s) Supported Under this Customer Agreement

1. Electronic Filing Manager (EFM) Application
   a) Court Intake Application
   b) Court Profile
   c) Court Registration
   d) Filer Registration
   e) Payment Services

List of Service(s) Provided Under this Customer Agreement

1. Electronic Filing Manager (EFM) Application
   - Electronic Payments System Credit Card Authorization Services/Settlement Services
   - Electronic Payments Chargeback Services
   - Filing Purge Services
   - Customer Information Center Services for Government Entity Applications
   - Customer Information Center Services for Electronic Payments transaction services
   - TexasOnline Hosting and Application Service Provider (ASP) Services
   - TexasOnline Training
   - Strategic Outreach
   - Physical Environment Management
   - Network Infrastructure Management
   - Hardware Management
   - Operating System Administration

Fee Schedule

1. Electronic Filing Manager (EFM) Application

   The fee schedule listed below outlines the convenience fees required from the Internet user for each completed transaction.

Government Entity Service Type	TxO Services Fee
Electronic Filing Manager Court Intake Services	$4.00 TexasOnline $2.00 County*
Cost Recovery on all Credit Card transactions	Based on the credit card type and starting at 2.25% the first year

*NIC will pay to Government Entity on a daily basis, for each accepted e-Filing the fee for cost recovery as approved by the Department of Information Resources Board.

C-09-498-12-01
APPROVED BY COMMISSIONERS COURT: 12/01/09

"TEXAS NICUSA"-DIR STATE CONTRACT'S AWARDED VENDOR
"E-PAY AND E-FILING SERVICES" FOR HIDALGO COUNTY CLERK'S AND DISTRICT CLERK'S OFFICES

ATTEST:

Arturo Guajardo, Jr., County Clerk

AI-18714 **13.C.**

Texas Online- "E-pay" and "E-filing Services"-Hidalgo County Clerk and District Clerk Offices

CC CONSENT

Date:	12/01/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

A. Requesting approval for the continuation of services for the Texas Online for "E-pay" (e-commerce transactions) and "E-filing Services" with the newly selected awarded vendor "Texas NICUSA" through the Texas Department Of Information Resources (DIR) for the Texas Electronic Framework Standard Service Level Agreement-(TEF) for Hidalgo County Clerk's Office and District Clerk's Office;

B. Requesting approval for the new service agreement for the Texas Online for "E-pay" (e-commerce transactions) and "E-filing Services" with Texas NICUSA-DIR-TXO-001, newly selected and awarded vendor through the Texas Department Of Information Resources (DIR) for Hidalgo County Clerk's Office and District Clerk's Office.

BACKGROUND

Department of Information Resources (DIR) went out on Request For Offers again for these services and a new vendor (Texas NICUSA) was selected and awarded for a seven (7) year term. For the first contract year, a period commencing on the effective date of July 31, 2009 and ending on August 31, 2010, and for each ensuing contract year thereafter will be commencing on September 1st and ending August 31st. The new vendor will manage the Texas Online, the state's Internet portal. (see attachment for further information)

Original service agreement previously approved by Commissioners Court on July 29, 2004 for Hidalgo County Clerk's Office and was amended to include Hidalgo County District Clerk's Office on October 18, 2005 with awarded vendor then being "BearingPoint". (see attachment for review)

Department Of Information Resources (DIR) has notified "BearingPoint, Inc." that they are no longer the contracted vendor for these services thus officially closing out the service agreement in place with them for Hidalgo County.

Fiscal Impact

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

BUDGETARY IMPACT:
Will bear no fiscal impact to Hidalgo County. Services are at no cost.

Attachments

Link: County Clerk's Agreement with Minutes
Link: District Clerk's Amendment to Agreement with Minutes
Link: Service Agreement
Link: DIR'S NOTICE OF AWARD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	11/23/2009 12:48 PM	CREATED
1	Purchasing Department	Marty Salazar	11/24/2009 04:44 PM	APRV
2	Budget & Management	Erika Zamora	11/24/2009 04:48 PM	APRV
3	Sylvia Solis			PEND
4	Auditor's Office			

Form Started By: Vangie Garcia Started On: 11/23/2009 12:48 PM

AI-40040 **Purchasing Department** **20. B. 1.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Comm. AC Cuellar-Pct. #1 **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional (structural) engineering services for the Delta Lake Pavilion located in Pct No. 1;

Total Scores	Entech Civil Engineering	Chanin Engineering LLC	Fulcron Consulting Engineers
Evaluator 1	75	88	83
Ranking			

C. Authority for the Purchasing Department to negotiate a professional (structural) engineering services contract with the No. 1 ranked firm of _____ for: the Pct No. 1 Delta Lake Pavilion project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-121-005-0-334

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

BUDGETARY IMPACT:

Additional funding will be identified once proposal is received from Engineer.

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/08/2013 04:25 PM
Budget & Management	Obdett Calzada	08/09/2013 11:17 AM
Glinda Pacheco	Glinda Pacheco	08/16/2013 03:00 PM
Auditor's Office	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Nielda Cavazos Started On: 08/05/2013 04:07 PM

Final Approval Date: 08/16/2013

HIDALGO COUNTY PRECINCT NO 1
FOR

Structural Engineering Services

(Delta Lake Pavilion Project)

Scoring & Evaluation GRID

Engineering Services

Total Scores	Entech Civil Engineering	Chanin Engineering LLC	Fulcron Consulting Engineers
Evaluator 1	75	88	83
RANKING			

*Scoring & Evaluation was completed by Pct No 1 *

AI-39839 **Purchasing Department 20. C. 1.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Comm. J. Palacios, Pct. #4 **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of a "professional engineering services" agreement with L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING for: "Professional Engineering Services" in connection to JOB SPECIFIC PROJECT: “FM 2220 (Ware Road) from MILE 3 N (FM 1924) to MILE 5 N (FM 676) within HIDALGO COUNTY PRECINCT No. 4;

b. Pursuant to Article 14 of the "professional engineering services" agreement with L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING, is requesting approval to engage the services of sub-contractor (R.O.W. SURVEYING SERVICES) with adherence to insurance provisions required by said article;

c. Requesting approval of Work Authorization No. 1 ($ 389,100.00) from L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING for Professional Engineering Services" in connection to JOB SPECIFIC PROJECT: Engineering Services required for the preparation of Environmental Assessment, Public Involvement and complete ROW Map for the "FM 2220 (Ware Road) project from Mile 3 N (FM 1924) to Mile 5 N (FM 676) within HIDALGO COUNTY PRECINCT No. 4.

BACKGROUND

Contract #C-13-178-07-30-L&G Engineering
WA#1 - L&G Engineering - C-13-178-07-30
Legal's approval as to form

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:**

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

BUDGETARY IMPACT:

Funding pending approval of appropriation - AI# 40251 8-20-13
Pct#4 Sale of Assets

Attachments

legal email
contract
WA 1

Form Review

Inbox	Reviewed By	Date

Purchasing Department	Marty Salazar	07/24/2013 03:28 PM
Budget & Management	Obdett Calzada	07/25/2013 01:50 PM
Manuel Chapa	Manuel Chapa	08/16/2013 05:00 PM
Auditor's Office	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Letty Saenz Started On: 07/23/2013 04:51 PM

Final Approval Date: 08/16/2013

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve - Contract#C-13-178-07-30-L&G Engineering - FM 2220 (Ware Rd)- Pct 4

From : Steve Crain <scrain@atlashall.com> Tue, Jul 23, 2013 04:23 PM

Subject : RE: Review & Approve - Contract#C-13-178-07-30-L&G Engineering - FM 2220 (Ware Rd)- Pct 4 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreement is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, July 23, 2013 3:06 PM
To: Steve Crain
Cc: Marynel Trevino; Darlene H. Betancourt
Subject: Re: Review & Approve - Contract#C-13-178-07-30-L&G Engineering - FM 2220 (Ware Rd)- Pct 4

Good afternoon, Mr. Crain-

Please review and approve as to form (attached hereto) with updated insurance certificate Contract#C-13-178-07-30 with L&G Engineering-Pct4.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

😀...DON'T WORRY...BE HAPPY...😀

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Monday, July 22, 2013 10:39:43 AM
Subject: RE: Review & Approve - Contract#C-13-178-07-30-L&G Engineering - FM 2220 (Ware Rd)- Pct 4

The insurance has expired.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-13-178-08-20

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L&G Consulting Engineers Inc.** d/b/a **L&G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for the **"FM 2220 (Ware Road)** project from **Mile 3 N. (FM 1924) to Mile 5 N. (FM 676)"** for **Hidalgo County Precinct No. 4** hereinafter referred to as the **"Project".**

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A**" *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement as

identified in **EXHIBIT "B"-** Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall commence, **August 20, 2013**, and will expire, **August 19, 2014** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days

verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the

Owner and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment

of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1**"-***Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.
5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Enginee**r for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**)

which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached

hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs

incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These

changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all

the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information

relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as

compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for

clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner

and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer'**s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under

this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the

loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to***

the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	**L & G Consulting Engineers, Inc.**
1615 S. Closner, Suite J	**2100 West Expwy 83**
Edinburg, Texas 78539	**Mercedes, Texas 78570**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no

previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for

which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2013.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

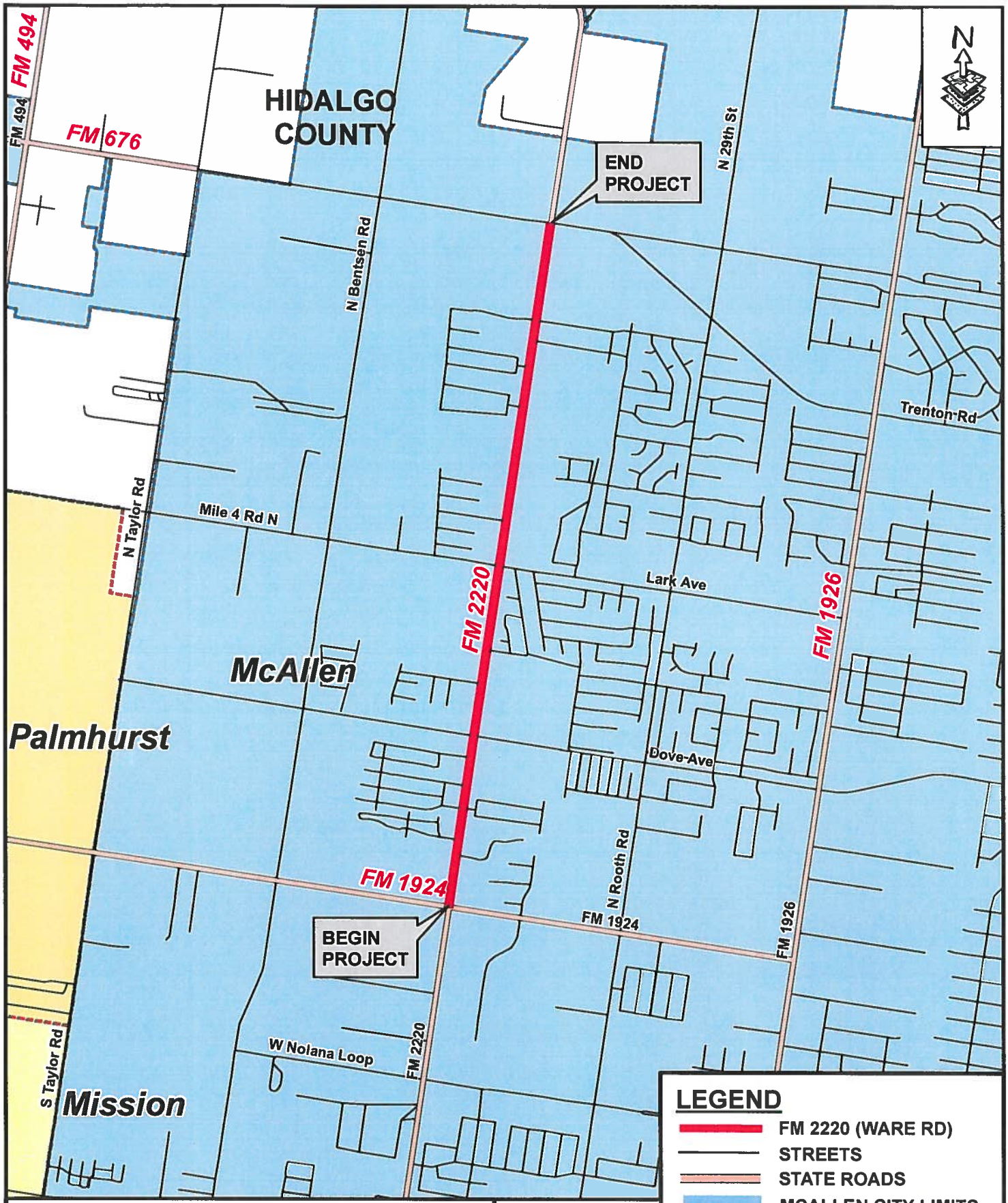
Approved on Commissioners' Court: _____*, 2013.*

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A –Scope of Services to be provided by the Owner
EXHIBIT B –Scope of Services to be provided by the Engineer
EXHIBIT C –Work Schedule
EXHIBIT D –Contract Rates
EXHIBIT D1 – Fee Schedule
EXHIBIT E –Work Authorization Form
EXHIBIT F –Supplemental Agreement Form
EXHIBIT G –Certificate of Insurance (*Hidalgo County)*



FM 2220 (WARE RD) LOCATION MAP

FROM MILE 3 (FM 1924) TO MILE 5 (FM 676)
APPROX. PROJECT LENGTH 2.0 MILES

THE COUNTY OF HIDALGO TEXAS

G:\AMAPS\FM2220(WARE_RD)MILE3TOMILE5

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

CITY/COUNTY:	HIDALGO COUNTY PRECINCT #4
CONTROL:	
PROJECT/DESCRIPTION:	EA, PUBLIC INVOLVEMENT, ROW MAPPING, ROW ACQUISITION SERVICES FOR THE FM 2220 (WARE ROAD) PROJECT
LENGTH:	2.0 MILES
HIGHWAY:	FM 2220 (Ware Road)
LIMITS:	FROM FM 1924 (MILE 3) TO FM 676 (MILE 5)

PROJECT CLASSIFICATION

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- X Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	COUNTY		
N/A	N/A	1.	Route Location Studies
N/A	N/A	2.	Level of Service Analysis
N/A	N/A	3.	Traffic Evaluations and Projections (To be provided by TxDOT)
NO	NO	4.	Develop Roadway Design Criteria
NO	NO	5.	Preliminary Cost Estimates
NO	NO	6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
N/A	N/A	7.	Preliminary Right-of-Way Requirements
NO	NO	8.	Design Concept Conference (In coordination with TxDOT)
		9.	Soil Core Hole Drilling
NO	NO		a. Pavement (See Section 7, pages 7-3 thru 7-4 for requirements)
N/A	N/A		b. Retaining Walls (See Section 10, page 10-1 thru 10-2 for requirements)
N/A	N/A		c. Miscellaneous Structures (See Section 10, page 10-4 for requirements)
N/A	N/A		d. Bridges (See Section 11, page 11-3 for requirements)

SOCIAL, ECONOMIC/ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B. a. Environmental Assessments
N/A	N/A	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	N/A	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
N/A	N/A	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
N/A	N/A	(4) A Blanket Checklist shall be prepared anticipating a BCE.
		b. Environmental Impact Statement
N/A	N/A	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
N/A	N/A	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
N/A	N/A	a. A public involvement meeting(s) shall be scheduled, coordinated and conducted.*
YES	N/A	b. Technical assistance, meeting(s) preparation, maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the STATE, shall be provided.
		3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by STATE.
YES	N/A	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
YES	N/A	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
YES	N/A	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
YES	N/A	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By: ENGINEER	COUNTY	
		4. Noise and Air Quality Analyses
YES	N/A	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
YES	N/A	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
YES	N/A	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
YES	N/A	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
YES	N/A	7. General Guidelines for Preparation of Environmental Documents a. The environmental document prepared shall be provided on paper and on a formatted diskette that is compatible with the word processor program and equipment of the district office. b. Three draft copies and twelve final copies of the Environmental Assessment shall be provided. c. Ten draft copies and thirty final copies of the Draft and Final Environmental Impact Statements shall be provided. d. The environmental document shall be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A. e. Exhibits in the environmental document shall be limited to 297 millimeters by 420.5 millimeters (11 inches by 17 inches) where possible.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.

A. RIGHT-OF-WAY MAPPING:

1. **PURPOSE:**
   The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.
2. **DEFINITIONS:**
   For purposes of this Contract, the following definitions shall apply:
   2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.
   2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.
   2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.
   2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.
   2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.
   2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.
   2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.
   2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.
   2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.
   2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample on CD Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample on CD Attached)*

3. WORK TO BE PERFORMED:

YES N/A 3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

YES N/A 3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By: SURVEYOR	COUNTY	
		3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.
		3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.
		3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.
		3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.
		3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.
		3.2.8. County lines and city limit lines shall be located and identified by name.
		3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.
		3.2.10. Monumentation set or found shall be shown and described as to material and size.
		3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.
		3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.
		3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.
		3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.
		3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.
		3.2.16. Building lines or set-back lines shall be shown and identified.
		3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.
		3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).
		3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.
		3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

3.3. Exhibits:
An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

YES NO 3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

YES NO 3.3.2. Parcel Plat:
A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By: SURVEYOR	COUNTY	
		4. DELIVERABLES: In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):
YES	NO	4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications.
YES	NO	4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications.
YES	NO	4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations.
YES	NO	4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER.
YES	NO	4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
YES	NO	4.6. Records used to establish ownership.
YES	NO	4.7. ROW and parcel filed notes signed and sealed by a RPLS.
YES	NO	4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
YES	NO	4.9. Items indicated under the Automation Requirements Section 6.
YES	NO	4.10 Completed (Attached) Checklist with submittal of ROW Map etc.

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

0.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

0.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

0.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

0.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

0.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

0.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

0.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

7. GENERAL SPECIFICATIONS:

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. ADHERENCE TO STANDARDS:

For purposes of clarity, consistency, and ease of understanding, the COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

RIGHT-OF-WAY DATA
(Function Code 130)

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General
___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements
___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements
___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:
___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*

RIGHT-OF-WAY DATA

(Function Code 130)

___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

RIGHT-OF-WAY DATA

(Function Code 130)

Particular Description

___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description

___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

DESIGN AND CONSTRUCTION SURVEYS

(Function Code 150)

Services Provided By: ENGINEER	COUNTY	
		B. DESIGN AND CONSTRUCTION SURVEYS:
		1. PURPOSE: The purpose of a "design survey" is to provide field information in support of transportation systems design. The purpose of a "construction survey" is to provide field data in support of highway construction.
		2. DEFINITIONS: A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc. A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.
		3. WORK TO BE PERFORMED: 3.1. Design Surveys: In performing design surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:
NO	NO	3.1.1. Obtain or collect data to create cross-sections and digital terrain models including any missing voids identified by the ENGINEER.
NO	NO	3.1.2. Locate all existing utilities, overhead and underground. Horizontally – the SURVEYOR shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The ENGINEER will coordinate with the utility companies and jointly the SURVEYOR and the ENGINEER will identify which utilities were missed and need to be tied down. Vertically – The ENGINEER shall identify all utilities that are potential conflicts and that need to be tied vertically and coordinate the exposure. The ENGINEER will advise the SURVEYOR in writing of the needed vertical ties and he will provide the required information to the ENGINEER promptly.
NO	NO	3.1.3. Locate topographical features and existing improvements.
N/A	N/A	3.1.4. Provide details of existing bridge structures. The SURVEYOR shall tie the top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
NO	NO	3.1.5. Provide details of existing drainage features, such as culverts, manholes, inlets, etc. The SURVEYOR will tie horizontally and vertically all existing storm drain systems that lie within the existing & proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
NO	NO	3.1.6. Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).

Services Provided By: ENGINEER	COUNTY		
N/A	N/A	3.1.7.	Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout. The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. The ENGINEER will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.
N/A	N/A	3.1.8.	Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.
NO	NO	3.1.9.	Inventory all driveways, commercial entrances, public roads and side streets separately. Obtain centerline station. (Width at ROW, PAV'T and existing radius. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. Obtain width at R.O.W. line. Obtain elevations at both edges of the driveway or turnout in line with the side drain.
NO	NO	3.1.10.	Inventory signs, mailboxes, and large trees within the proposed ROW.
N/A	N/A	3.1.11.	Locate wetlands.
NO	NO	3.1.12.	Establish additional control points.
NO	NO	3.1.13.	Locate existing right-of-ways.
N/A	N/A	3.1.14.	Review right-of-way maps.
N/A	N/A	3.1.15.	Locate boreholes.
N/A	N/A	3.1.16.	Perform hydrographic surveys.
N/A	N/A	3.1.17.	Update existing control data and prepare survey control data sheets, as required by the Design Manual, signed by a Registered Professional Land Surveyor, for inclusion into a construction plan set.
		3.2.	Construction Surveys: In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:
N/A	N/A	3.2.1.	Stake existing and/or proposed right-of-ways.
NO	NO	3.2.2.	Stake existing and/or proposed baseline/centerline.
N/A	N/A	3.2.3.	Stake proposed bridge structures.
NO	NO	3.2.4.	Stake proposed drainage structures, such as manholes, culverts, etc.
N/A	N/A	3.2.5.	Set grade stakes.
N/A	N/A	3.2.6.	Recover and check existing control points.
N/A	N/A	3.2.7.	Establish additional control points.
NO	NO	3.2.8.	Check elevations and locations of structures.
N/A	N/A	3.2.9.	Determine and resolve conflicts associated with survey data.

4. DELIVERABLES:

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

NO	NO	4.1.	Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.
NO	NO	4.2.	Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.

NO	NO	4.3.	Computer printouts or other tabulations summarizing the results of field surveys.
NO	NO	4.4.	Digital files or media acceptable by the ENGINEER containing field survey data.
NO	NO	4.5.	Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.
NO	NO	4.6.	Field survey notes, as electronic and/or hard copies.
NO	NO	4.7.	An 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.
NO	NO	4.8.	Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.
NO	NO	4.9.	A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.
NO	NO	4.10.	Survey reports in a format requested by the ENGINEER.
NO	NO	4.11.	Items indicated under the Automation Requirements Section 6.

5. GENERAL REQUIREMENTS:

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.
Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.3. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.
Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

5.4.1. Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.

5.4.2. Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:

a. Bridges and other roadway structures: less than 0.1 of one foot.
b. Utilities and improvements: less than 0.2 of one foot.
c. Cross-sections and profiles: less than 1 foot.

d. Bore holes: less than 3 feet.

5.4.3. Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:

a. Bridges and other roadway structures: less than 0.02 of one foot.
b. Utilities and improvements: less than 0.1 of one foot.
c. Cross-sections and profiles: less than 0.2 of one foot.
d. Bore holes: less than 0.5 of one foot.

6. AUTOMATION REQUIREMENTS:

6.1. Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2. Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3. Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
NO	NO	a. Horizontal and Vertical Alignment
NO	NO	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
NO	NO	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

Services Provided By: ENGINEER	COUNTY	
NO	NO	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
N/A	N/A	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
NO	NO	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
NO	NO	b. Typical Sections
NO	NO	c. Design Cross Sections
NO	NO	d. Determine Cut and Fill Quantities
N/A	N/A	e. Slope Stability Analysis
N/A	N/A	f. Embankment Foundation Stability Analysis
N/A	N/A	g. Embankment Settlement Analysis
		5. Pavement Design
NO	NO	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
NO	NO	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
N/A	N/A	(a) Along center line
N/A	N/A	(b) Along center line of each roadway

The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
NO	N/A	(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	N/A	d. Traffic Data for Pavement Design by STATE
NO	NO	e. Basic Design Criteria
NO	N/A	f. Life Cycle Cost Analysis(es)
NO	N/A	g. Cost Data
NO	NO	h. Pavement Material Properties
NO	N/A	i. Rehabilitation Investigations
NO	NO	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE

(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Studies, Discharges
N/A	N/A	a. Drainage area maps showing existing conditions and proposed improvements. (MAP ONLY)
N/A	N/A	b. Hydrologic data/discharge determination on map.
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
N/A	N/A	(2) Storm water detention required outside the ROW (as per HCDD#1)
N/A	N/A	(3) Culverts
N/A	N/A	(4) Bridge waterways
N/A	N/A	(5) Channels
N/A	N/A	(6) Storm sewers/inlets
N/A	N/A	(7) Pump stations
N/A	N/A	(8) Storm Water Management facilities
N/A	N/A	(9) Other
		(a) Irrigation Canals/Siphons
N/A	N/A	b. Hydraulic report(s)
N/A	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
N/A	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
N/A	N/A	(1) New culverts
NO	NO	(2) Culvert widening and/or lengthening
N/A	N/A	(3) Culvert replacements
		b. Storm sewers
N/A	N/A	(1) New storm sewers
N/A	N/A	(2) Modify existing storm sewers
N/A	N/A	(3) Inlets
N/A	N/A	(4) Manholes
N/A	N/A	(5) Trunk lines
N/A	N/A	c. Pump stations
N/A	N/A	d. Subsurface drainage at retaining walls
N/A	N/A	e. Outfall channel(s) within the ROW
N/A	N/A	f. Outfall channel(s) outside the ROW
N/A	N/A	g. Detention Pond(s) within the ROW
N/A	N/A	h. Detention Pond(s) outside the ROW
YES	NO	i. Summary of Quantities
N/A	N/A	j. Storm Water Management facilities
NO	NO	4. Storm Water Pollution Prevention Plan (SW3P)
N/A	N/A	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	COUNTY	
NO	NO	1. Signing and Markings Layout a. Requirements (Separate Layout) (1) Roadway layout (2) Center line with station numbering (3) ROW lines (4) Culverts and other structures that present a hazard to traffic (5) Location of utilities, if not shown on plan and profile (6) Existing signs to remain, to be removed, to be relocated (7) Proposed signs (illustrated and numbered) (8) Existing overhead sign bridges to remain, to be revised, removed or relocated (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation (12) Quantities of existing pavement markings to be removed (13) Proposed delineators and object markers b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) (5) Tentative ROW limits (6) Direction of traffic flow on all roadways (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	2. Summary of Small Signs Tabulation
N/A	N/A	3. Summary of Large Signs Tabulation including all Guide Signs
NO	NO	4. Sign Detail Sheets a. All signs except route markers b. Design details for large guide signs c. Dimensions of letters, shields, borders, corner radii etc. d. Designation of shields attached to guide signs e. Designation of arrow used on exit direction signs

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
N/A	N/A	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
N/A	N/A	(2) Photographs as appropriate
N/A	N/A	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
N/A	N/A	(a) Existing
N/A	N/A	(b) Estimated
N/A	N/A	(c) Projected
N/A	N/A	(d) Pedestrian
N/A	N/A	(5) Traffic Survey - Count Analysis
N/A	N/A	(6) Recommendation based on above data
N/A	N/A	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

Services Provided By:	

ENGINEER	COUNTY	
		5. Traffic Signals *(continued)*
N/A	N/A	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
N/A	N/A	(a) Confirm power source
N/A	N/A	(b) Discuss route of aerial or underground interconnect cable (when applicable)
N/A	N/A	(c) Adjustment of overhead utility lines
N/A	N/A	(2) Prepare governing specifications and special provisions list
N/A	N/A	(3) Prepare project estimate
N/A	N/A	d. Summary of Quantities

MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls
		a. Structural Details
N/A	N/A	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
N/A	N/A	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
N/A	N/A	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
N/A	N/A	(1) Mechanically Stabilized Earth
N/A	N/A	(2) Concrete Block Wall Systems
N/A	N/A	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
N/A	N/A	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
N/A	N/A	e. Foundation Studies (Show cost estimate with Function Code 110)
N/A	N/A	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
N/A	N/A	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
N/A	N/A	g. Estimate
N/A	N/A	h. Summary of Quantities
N/A	N/A	i. Typical X-section.
N/A	N/A	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

Services Provided By: ENGINEER	COUNTY	
NO	NO	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
N/A	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
N/A	N/A	b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		3. Illumination *(continued)*
N/A	N/A	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the ENGINEER showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
NO	N0	a. Erosion Control
N/A	N/A	b. Landscape Development
NO	NO	5. Compute and Tabulate Quantities
N/A	N/A	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
N/A	N/A	(a) New O.S.B. structure(s)
N/A	N/A	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
N/A	N/A	(2) High Mast Illumination Poles (HMIP)
N/A	N/A	(3) Traffic Signal Supports
N/A	N/A	(4) Conventional Illumination Poles
N/A	N/A	(5) Sound Barrier Walls
N/A	N/A	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
N/A	N/A	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
N/A	N/A	a. Utility Agreements
N/A	N/A	b. Exhibits for Utility Agreements
N/A	N/A	c. Railroad Agreements
		d. Railroad Exhibits
N/A	N/A	(1) Railroad Underpasses
N/A	N/A	(2) Railroad Overpasses
N/A	N/A	(3) Railroad Grade Crossing (Replanking)
N/A	N/A	(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A	(5) Other Miscellaneous Sketches for Railroads
N/A	N/A	e. Traffic Signal Agreements
N/A	N/A	f. Exhibits for Traffic Signal Agreements
YES	NO	9. Estimate
YES	NO	10. Specifications and General Notes

BRIDGE DESIGN

(Function Code 170)

Services Provided By: ENGINEER	COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
N/A	N/A	(1) Underpass(es)	_____
N/A	N/A	(2) Overpass(es)	_____
N/A	N/A	(3) Main Lanes	_____
N/A	N/A	(4) Direct Connector(s)	_____
N/A	N/A	(5) Ramp Bridge(s)	_____
N/A	N/A	(6) Waterway Structure(s)**	_____
N/A	N/A	(7) Pedestrian Structure(s)	_____
N/A	N/A	(8) Utility Structure(s)	_____
N/A	N/A	(9) Railroad Underpass(es)	_____
N/A	N/A	(10) Railroad Overpass(es)	_____
N/A	N/A	(11) Bridge Classification Culvert(s)**	_____
N/A	N/A	(11) Alternate Structural Designs	_____
N/A	N/A	(12) Alternate Foundation Design	_____
		Total New Structures =	_____
		b. Existing Structure(s)	_____
N/A	N/A	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	_____
N/A	N/A	(2) Bridge Replacement	_____
N/A	N/A	(3) Raising Bridge Elevation	_____
N/A	N/A	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____ _____
N/A	N/A	(5) Railroad Overpass(es)	_____
N/A	N/A	(6) Railroad Underpass(es)	_____
		Total Existing Structures =	_____

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and super elevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	2. Preparation of Bridge Layouts (each bridge) *(continued)* c. Additional layout requirements for waterway structures and bridge classification culverts. (1) Design and 100-year peak discharges. (2) Design and 100-year high water (HW) (Recorded HW and date if available) (3) Natural and through-bridge velocities for design and 100-year floods. (4) Calculated backwater for design and 100-year floods. (5) Direction of flow for waterway crossings. (6) Contours for water crossing.
N/A	N/A	3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
N/A	N/A	4. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
N/A	N/A	5. Bridge Total Quantities and Cost Estimates (each bridge)
N/A	N/A	6. Bridge Special Provisions and Specifications (each bridge)
N/A	N/A	7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
N/A	N/A	8. General Guidelines for Bridge Design a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.** Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following: • TxDOT Design Division, when applicable: - Railroad Companies - FHWA - U.S. Army Corps of Engineers - U.S. Coast Guard - Bureau of Reclamation - Texas Parks and Wildlife - Others Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this. b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design. c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

8. General Guidelines for Bridge Design *(continued)*
   d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
   e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
   f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
   g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.
   h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
   i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
   j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	**CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Miscellaneous Technical Activities:

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

N/A N/A **CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

***FC 600* – ACQUISITION PROVIDER SERVICES**
(for EST. 37 PARCELS, 0 EASEMENTS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	COUNTY	
		1) PROJECT ADMINISTRATION
YES	YES	a) Negotiation of Scope of Services for Work Authorization i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
YES	NO	b) Project Presence at L&G Consultant Office Headquarters i) Full Project Office (1) No Joint Use of COUNTY or TxDOT facilities (2) Open during normal COUNTY and State work hours (3) Personnel available to answer questions (4) Availability of Project Files (5) At least one office staff member is required to be a current commissioned notary public.
YES	NO	c) Overhead Costs i) Administrative costs
YES	NO	d) Communication i) Provide monthly progress reports with invoice. ii) Participate in project review meetings as determined by the COUNTY. iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
YES	NO	e) File Management i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary. ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation. iii) Maintain records of all payments including check number, amount, and date paid, etc. iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference. v) Maintain copies of all correspondence and contacts with property owners.
		2) TITLE SERVICES
YES	NO	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
YES	NO	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
YES	NO	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		3) APPRAISAL
YES	NO	a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
YES	NO	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.
YES	NO	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
YES	NO	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
YES	NO	e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
YES	NO	f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
YES	NO	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.
YES	NO	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT.
YES	NO	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
YES	NO	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		4) APPRAISAL REVIEW
YES	NO	a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
YES	NO	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
YES	NO	c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

Services Provided By: ENGINEER	COUNTY	
YES	NO	d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		5) APPRAISAL UPDATES
YES	NO	a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
YES	NO	b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.
YES	NO	c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/COUNTY.
YES	NO	d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
YES	NO	e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
		6) NEGOTIATION, TASKS AND FEES
YES	NO	a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
YES	NO	b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
YES	NO	c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.
YES	NO	d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
YES	NO	e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
YES	NO	f) Respond to property owner inquiries verbally and in writing within two business days.
YES	NO	g) Prepare a separate negotiator contact report for each parcel per contact.

Services Provided By: ENGINEER	COUNTY	
YES	NO	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
YES	NO	i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.
YES	NO	j) Prepare final offer letter, documents of conveyance as necessary.
YES	NO	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
YES	NO	l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
YES	NO	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
YES	NO	n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on Page 37 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
YES	NO	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
YES	NO	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
YES	NO	c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
		8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).
YES	NO	a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
YES	NO	b) L&G will provide advisory services to business displacements and relocate them effectively.
YES	NO	c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
YES	YES	a) Pre-Hearing Support i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

Services Provided By:
ENGINEER COUNTY

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.
v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.
vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.
viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.
xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.
xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

YES YES b) Post Hearing Support (by COUNTY Attorney)
i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.
ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the

COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.

vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.

vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.

viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.

ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.

x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

YES NO a) Preliminary Design Consultations

i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

YES NO b) Field Observations and Verifications

i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

YES NO c) Exchange of Information with Utility Providers

i) Provide project schedule.

ii) Request schedules for utility adjustments.

iii) Identify who is responsible for utility process.

YES NO d) Confirmation of Property Interests

i) Request Documents.

ii) Coordination of data on maps and citation of property interest documents.

iii) Confirm utilities are within easements.

YES YES e) Coordination of Agreements

i) Identify utilities that are compensable.

ii) Determine parties and agreements necessary to complete compensable process.

iii) Coordinate execution and processing of Standard Utility Agreements.

YES NO f) Utility Meetings throughout project development

i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.

ii) Attend and participate in meetings by other parties.

11) PAYMENT SCHEDULE

YES YES

a) Project Administration
  i) Payment and Milestones
    (a) Full Project Office
      (1) Lump Sum Basis (assume 1 year project presence)
      (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
      (3) Remainder paid out in equal monthly installments of 15% starting the following month.
      (4) Monthly billing to COUNTY OF HIDALGO will be required.

b) Title Services
  ii) Payment
    (a) Per Parcel basis.
  iii) Milestones
    (a) 100% upon securing initial title commitment.

c) Appraisal Services
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% paid upon delivery of complete and acceptable appraisal report

d) Appraisal Review
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon submission of ROW-A-10

e) Appraisal Update
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon delivery of complete and acceptable appraisal update.

f) Negotiation, Task, and Fees
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 80% upon presentation of initial offer.
    (b) 20% upon successful negotiation and all instruments are recorded.

g) Closing Service Fees
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon recordation of instrument of conveyance.

h) Relocation Assistance
  i) Payment
    (a) Per Relocation
  ii) Milestones
    (a) 100% upon issuance of 90-day vacancy letter.

i) Compensable Utilities
  i) Payment
    (a) By percent complete

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESPONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Documents provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

Documents shall be provided in MS Office 2007 format. PDF copies of ROW Map shall be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
Environmental Document	Mercedes Office
ROW Map	Mission Office
ROW Acquisition Services	Mission Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the COUNTY.

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: ENGINEER	COUNTY	
___	___	Title Sheet
___	___	Project Layout
___	___	Sequence of Work
___	___	Detour Layouts & Profiles
___	___	Construction Pavement Markings
___	___	Signing & Barricades
___	___	Construction Sign & Beacons
___	___	Typical Sections
___	___	Shaping & Finishing Sections
___	___	Slopes Adjacent to Shoulders
___	___	Estimate & Quantities
___	___	General Notes & Specification Data
___	___	Grading Summary
___	___	Miscellaneous Summaries (See following "SUMMARIES" heading)
___	___	Horizontal Curve Data & Alignment Layouts
___	___	Drainage Summaries
___	___	Structure Summaries
___	___	Erosion Control Summary & Details
___	___	Plan/Profile Sheets
___	___	Erosion Control Summary & Details
___	___	Pavement Contours
___	___	Superelevation Transition (If Required)
___	___	Grading Contours
___	___	Guard Fence Layouts
___	___	Storm Water Pollution Prevention Plans (SW3P)
___	___	Drainage Area Maps
___	___	Hydraulic Data
___	___	Drainage Sheets
___	___	Bridge Hydrology Sheets
___	___	Inlet & Manhole Details
___	___	Utility Support Details
___	___	Culvert Cross Sections & Details
___	___	Special Culvert Designs
___	___	Special Drainage Details
___	___	Chain Link Fence Locations
___	___	Ramp Details Sheet
___	___	Removal Item Sheet - Including detours
		(Shown in detour summary, No payment for removal; subsidiary to construction detours)
___	___	Pavement Details
___	___	Pavement Standard Modification for Concrete Shoulder
___	___	Concrete Pavement Continuously Reinforced (CPCR)
___	___	Concrete Pavement Contraction Design (CPCD)
___	___	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
___	___	Bridge Approach Slab Details
___	___	Vehicle Attenuator Details
___	___	Miscellaneous Details
___	___	Wheelchair Ramps
___	___	Pavement Marking Details
___	___	Modified Standards
___	___	List of Standards
___	___	Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	COUNTY	
___	___	Permanent Lighting Plans, Quantities & Standards
___	___	Bridge Layout(s)
___	___	Bridge Details
___	___	Retaining Wall Layout(s)
___	___	Retaining Wall Details
___	___	Pumphouse Details
___	___	Underdrain Details (Retaining Walls)
___	___	Culvert Standards
___	___	Soil Profile
___	___	Temporary Traffic Signals
___	___	Design Cross Sections
___	___	Estimate
___	___	List of Standard Specification, Special Provisions & Special Specifications
___	___	Detour Special Provisions (If Required)
___	___	Construction Time Estimate
___	___	Critical Path Method (CPM)
___	___	Unit Price Documentation

Miscellaneous

___	___	Conduit Requirements
___	___	Traffic signal Requirements

Summaries **(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**

___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
___	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	COUNTY	Summaries (ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

Client: Hidalgo County Pct. #4

EXHIBIT C
Project Work Schedule
FM 2220 (Ware Rd)
From FM 1924 (Mile 3) to Mile 5 N (FM 676)
Length = 2.0 miles

TASK AND DESCRIPTION	ENTITY	2013							2014	2015												2016						
		JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN - DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Phase I: Project Development																												
Environmental Work																												
County Hires Eng Consultant for EA Work	County																											
TxDOT's First Public Meeting	TxDOT																											
EA Document	County																											
Public Hearing & FONSI	TxDOT																											
ROW Map																												
ROW Map Development	County																											
Phase II: ROW Acq (Est. 37 Parcels)																												
TxDOT Release of ROW																												
ROW Release	TxDOT																											
ROW Acquisition																												
County Acquires ROW (Est. 37 Parcels)	County																											
Compensable Utilities Adjustment																												
Adjust Utilities	County																											
Phase III: Construction																												
Project Letting																												
TxDOT Advertise for Letting	TxDOT																											
Let Project (Est. Earliest Date: July 2016)	TxDOT																		Estimated 37 Months Construction Duration									

HIDALGO COUNTY FUNCTION
TXDOT FUNCTION

9:43 AM6/20/2013

EXHIBIT "D"
CONTRACT RATES

L&G Engineering
Transportation Consulting Engineers

Audited Overhead Rate FY 2012

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 13
Principal	$ -	$ -
Senior Project Manager	$ 68.00	$ 215.40
Senior Engineer	$ 53.00	$ 167.89
Project Engineer	$ 39.00	$ 123.54
Senior Environmental Scientist/Specialist	$ 43.00	$ 136.21
Design Engineer	$ 36.00	$ 114.04
ROW Administrator	$ 34.00	$ 107.70
ROW Negotiator	$ 31.00	$ 98.20
EIT	$ 26.00	$ 82.36
Senior Engineer Tech	$ 25.00	$ 79.19
Environmental Scientist/ Specialist	$ 25.00	$ 79.19
Engineer Tech	$ 24.00	$ 76.02
CADD Operator / GIS Analyst	$ 21.00	$ 66.52
Admin/Clerical	$ 18.00	$ 57.02
Biologist	$ 16.00	$ 50.68

Overhead Rate: 182.83%
Profit Rate: 12.00%

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55/mile
Car Rental	$50.00/day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

EXHIBIT D-1
ESTIMATED PROJECT FEE SCHEDULE
WARE ROAD PROJECT

ROADWAY PROJECT:	Ware Road
LIMITS:	from Mile 3 to Mile 5
EXISTING ROADWAY SECTION:	40' – Rural
EXISTING ROW WIDTH:	80 Varies
PROPOSED ROADWAY SECTION:	6-lane divided urban
PROPOSED ROW WIDTH:	120FT
ESTIMATED CONSTRUCTION COST .....(6-lane Urban).....	**$9,660,000.00**
LENGTH FOR 6-LANE ROADWAY FROM MILE 3 TO MILE 5.....	2.0 Miles

ESTIMATED PROJECT COSTS	*STATE/MPO*	*HIDALGO COUNTY*	*CITY OF MCALLEN*
WORK AUTHORIZATION NO. 1			
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, ROW MAPPING, DESIGN			
Environmental Assessment with TxDOT	$ -	$ 120,000.00	$ -
Public Involvement for the project (1 Public Meeting)	$ -	$ 25,000.00	$ -
Archeological and Historical Research	$ -	$ 35,000.00	$ -
Engineering Technical Support at Public Mtgs with Layouts etc	$ -	$ 25,000.00	$ -
Schematic	TxDOT	$ -	$ -
Hydrological Map	TXDOT	$ -	$ -
Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)	TXDOT	$ -	$ -
Preliminary Compensable Utilities Identification on Schematic for Approval by TxDOT/FHWA	TXDOT	$ -	$ -
Update Schematic based on FIELD SURVEYS and ROW Map as provided	TXDOT	$ -	$ -
by City of McAllen and provide to TxDOT/County for EA update w/ FHWA	TXDOT	$ -	$ -
Engineering Technical Support at Public Meeting and Hearing for ROW Acquisition Support	$ -	$ 25,000.00	$ -
Complete ROW Map (based on 37 Parcels)		$ 159,100.00	$ -
SUB-TOTAL	$ -	**$ 389,100.00**	$ -
WORK AUTHORIZATION NO. 2			
PHASE II- PS&E and ROW ACQUISITION			
Field Surveys for Design and Construction (Roadway and Outfall)	TxDOT	$ -	$ -
Right-of-Way Costs - Acq.Services @ (est.37 Parcels @ $13,500/Parcel Avg.)		$ 499,500.00	$ -
Compensable Utilities Management Oversight		$ 240,000.00	$ -
Estimated Roadway Right-of-Way Land Costs (161,350 sq. ft @ $6/sq ft.	$ 919,695.00	$ 48,405.00	$ -
COMPENSABLE UTILITY COSTS	$ 400,000.00	$ 20,000.00	$ -
PS&E Development (Roadway and Outfall)	TXDOT		$ -
PS&E Development for OUTFALL(S)	TXDOT		$ -
Permitted Utilities Coordination	TXDOT		$ -
PHASE II- CONSTRUCTION OVERSIGHT			
ROADWAY CONSTRUCTION COST	$ 8,660,000.00	$ -	$ -
TxDOT Construction Inspection (11%)	$ 1,062,600.00	$ -	$ -
Eng Consultant Construction Management (Estimated 18 Months)			$ -
SUB-TOTAL	**$ 11,042,295.00**	**$ 807,905.00**	**$ 1,000,000.00**
ESTIMATED GRAND-TOTAL	**$ 11,042,295.00**	**$ 1,197,005.00**	**$ 1,000,000.00**

Work Authorization No. 1 Phase I	FY 13	$ 389,100.00	**NOT ISSUED**
Work Authorization No. 2 Phase II & III	FY 14	$ 739,500.00	**NOT ISSUED**

State Estimated Cost

Local Estimated Cost

TOTAL ESTIMATED COUNTY COST:		**$ 1,197,005.00**
TOTAL ESTIMATED CITY OF MCALLEN CONTRIBUTION:	FY 15	**$ 1,000,000.00**
TOTAL ESTIMATED PROJECT COST:		**$13,239,300.00**

Right of Way Estimate based on $6/Sq. Ft and without the benefit of a ROW Map.

Compensable Utility cost is very Preliminary and not part of the Engineering Cost

6/20/2013

EXHIBIT "E"

Sample Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide _____

_____.

The scope of services to be provided by the Owner is identified in ***EXHIBIT "A" - Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the Engineer is identified in ***EXHIBIT "B" - Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as ***EXHIBIT "D-1" Project Fee Schedule and Estimated Manhour Breakdown.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

SAMPLE

EXHIBIT "E"

Sample Work Authorization

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County _____, Commissioner _____ as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Location Map
Exhibit A - Services to be provided by Owner
Exhibit B - Services to be provided by Engineer
Exhibit C - Work Schedule
Exhibit D-1 - Project Fee Schedule and Estimated Manhour Breakdown

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".
WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2013 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2013.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF EXHIBITS
(as required)

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/17/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	
	INSURER B : Continental Insurance Company	
	INSURER C : Continental Casualty Insurance Co.	
	INSURER D : Endurance American Specialty Ins. Co.	
	INSURER E :	
	INSURER F :	

INSURED

L&G Engineering Laboratory, LLC
L&G Consulting Engineers, Inc.
2100 W. Expressway 83
Mercedes TX 78570

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			5095025836	07/19/2013	07/19/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			5095025884	07/19/2013	07/19/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5095026016	07/15/2013	07/15/2014	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		5095025920	07/23/2013	07/23/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability "claims made"			PPL10004099100	07/19/2013	07/19/2014	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

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

CCRMA: HNTB Project No. 40619. Hidalgo County and Texas Department of Transportation are automatically included as additional insureds on General Liability and Automobile and are provided with blanket waiver of subrogation in their favor on General Liability, Automobile and Workers Compensation as required by written contract.

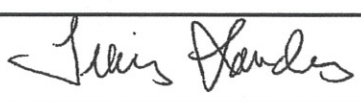
CERTIFICATE HOLDER

Hidalgo County Pct #3
724 N Breyfogale

Mission, TX 78572

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  <CC>

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

HIDALGO COUNTY
Professional Engineering Services
Contract # C-13-178-08-020
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of Environmental Assessment, Public Involvement and complete ROW Map for the FM 2220 (Ware Road) project from Mile 3 N (FM 1924) to Mile 5 N (FM 676).**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$ 389,100.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-1" – Fee Schedule.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. **(to be determined by Budget Department)**
Requisition Number **240672 (MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**, as identified on ***EXHIBIT "C" – Work Schedule.***

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4, Commissioner Joseph Palacios as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____, **2013** as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia,
County Judge

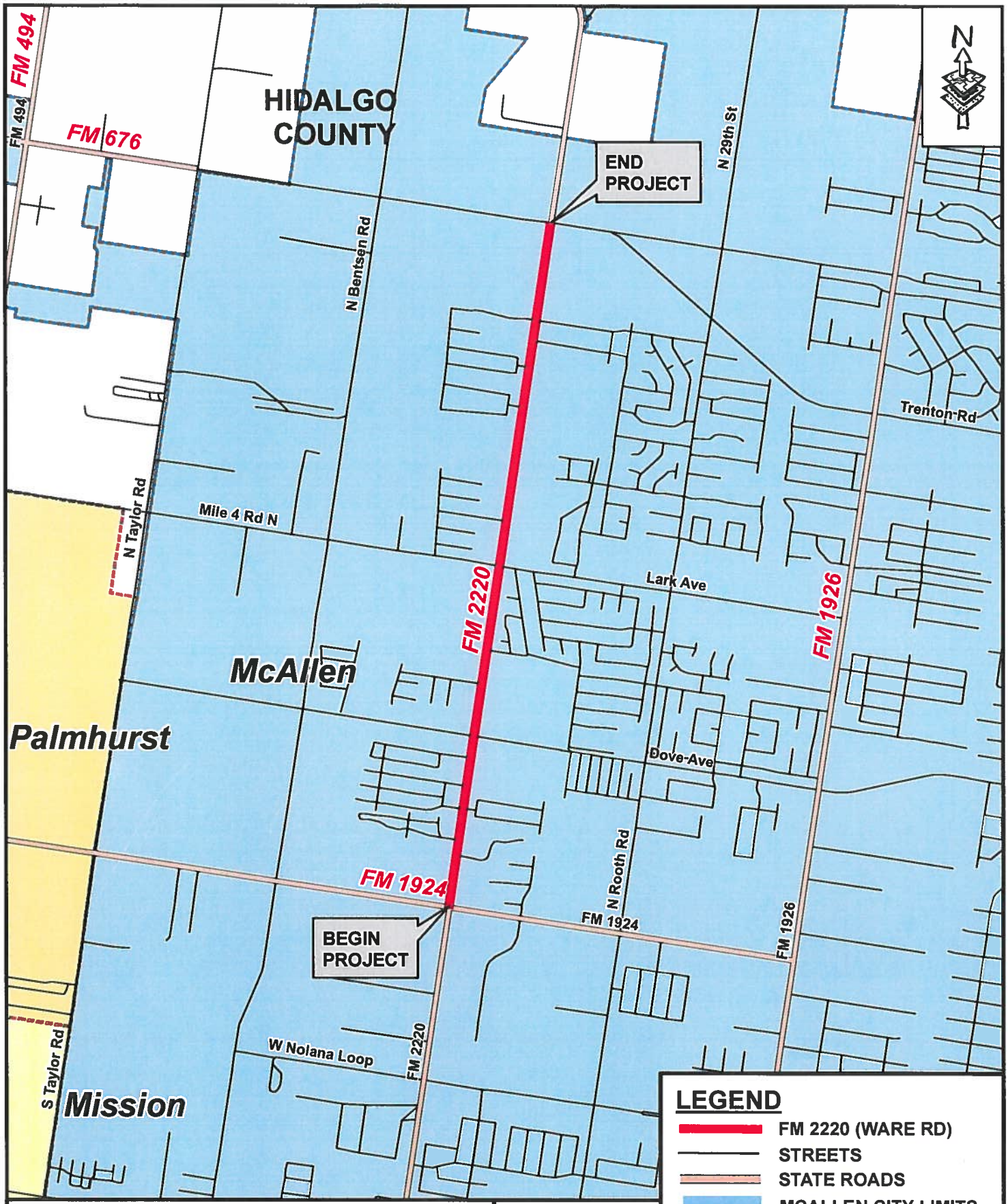
ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Location Map
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D-1 – Fee Schedule



FM 2220 (WARE RD) LOCATION MAP

FROM MILE 3 (FM 1924) TO MILE 5 (FM 676)
APPROX. PROJECT LENGTH 2.0 MILES

THE COUNTY OF HIDALGO TEXAS

G:\AMAPS\FM2220(WARE_RD)MILE3TOMILE5

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

CITY/COUNTY:	HIDALGO COUNTY PRECINCT #4
CONTROL:	
PROJECT/DESCRIPTION:	EA, PUBLIC INVOLVEMENT AND COMPLETE ROW MAP FOR THE FM 2220 (WARE ROAD) PROJECT
LENGTH:	2.0 MILES
HIGHWAY:	FM 2220 (Ware Road)
LIMITS:	FROM FM 1924 (MILE 3) TO FM 676 (MILE 5)

PROJECT CLASSIFICATION

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- X Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

SOCIAL, ECONOMIC/ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

Services Provided By: ENGINEER	COUNTY	
N/A	N/A	1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B. a. Environmental Assessments
N/A	N/A	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	N/A	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
N/A	N/A	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
N/A	N/A	(4) A Blanket Checklist shall be prepared anticipating a BCE.
		b. Environmental Impact Statement
N/A	N/A	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
N/A	N/A	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
N/A	N/A	a. A public involvement meeting(s) shall be scheduled, coordinated and conducted.*
YES	N/A	b. Technical assistance, meeting(s) preparation, maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the STATE, shall be provided.
		3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by STATE.
YES	N/A	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
YES	N/A	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
YES	N/A	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
YES	N/A	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By: ENGINEER	COUNTY	
		4. Noise and Air Quality Analyses
YES	N/A	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
YES	N/A	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
YES	N/A	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
YES	N/A	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
YES	N/A	7. General Guidelines for Preparation of Environmental Documents a. The environmental document prepared shall be provided on paper and on a formatted diskette that is compatible with the word processor program and equipment of the district office. b. Three draft copies and twelve final copies of the Environmental Assessment shall be provided. c. Ten draft copies and thirty final copies of the Draft and Final Environmental Impact Statements shall be provided. d. The environmental document shall be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A. e. Exhibits in the environmental document shall be limited to 297 millimeters by 420.5 millimeters (11 inches by 17 inches) where possible.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.

A. RIGHT-OF-WAY MAPPING:

1. PURPOSE:
The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.

2. DEFINITIONS:
For purposes of this Contract, the following definitions shall apply:

2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.

2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.

2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.

2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.

2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.

2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.

2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.

2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.

2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.

2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample on CD Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample on CD Attached)*

3. WORK TO BE PERFORMED:

YES N/A 3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

YES N/A 3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By: SURVEYOR	COUNTY	
		3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.
		3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.
		3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.
		3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.
		3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.
		3.2.8. County lines and city limit lines shall be located and identified by name.
		3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.
		3.2.10. Monumentation set or found shall be shown and described as to material and size.
		3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.
		3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.
		3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.
		3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.
		3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.
		3.2.16. Building lines or set-back lines shall be shown and identified.
		3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.
		3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).
		3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.
		3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

3.3. Exhibits:

An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

YES NO 3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

YES NO 3.3.2. Parcel Plat:

A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By: SURVEYOR	COUNTY	
		4. DELIVERABLES: In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):
YES	NO	4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications.
YES	NO	4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications.
YES	NO	4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations.
YES	NO	4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER.
YES	NO	4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
YES	NO	4.6. Records used to establish ownership.
YES	NO	4.7. ROW and parcel filed notes signed and sealed by a RPLS.
YES	NO	4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
YES	NO	4.9. Items indicated under the Automation Requirements Section 6.
YES	NO	4.10 Completed (Attached) Checklist with submittal of ROW Map etc.

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

0.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

0.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

0.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

0.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

0.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

0.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

0.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

7. GENERAL SPECIFICATIONS:

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. ADHERENCE TO STANDARDS:

For purposes of clarity, consistency, and ease of understanding, the COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

RIGHT-OF-WAY DATA
(Function Code 130)

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General
___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements
___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements
___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:
___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

RIGHT-OF-WAY DATA
(Function Code 130)

___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

RIGHT-OF-WAY DATA

(Function Code 130)

Particular Description

___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description

___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

Client: Hidalgo County Pct. #4

EXHIBIT C
Project Work Schedule
FM 2220 (Ware Rd)
From FM 1924 (Mile 3) to Mile 5 N (FM 676)
Length = 2.0 miles

TASK AND DESCRIPTION	ENTITY	2013							2014	2015												2016						
		JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN - DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Phase I: Project Development																												
Environmental Work																												
County Hires Eng Consultant for EA Work	County																											
TxDOT's First Public Meeting	TxDOT																											
EA Document	County																											
Public Hearing & FONSI	TxDOT																											
ROW Map																												
ROW Map Development	County																											
Phase II: ROW Acq (Est. 37 Parcels)																												
TxDOT Release of ROW																												
ROW Release	TxDOT																											
ROW Acquisition																												
County Acquires ROW (Est. 37 Parcels)	County																											
Compensable Utilities Adjustment																												
Adjust Utilities	County																											
Phase III: Construction																												
Project Letting																												
TxDOT Advertise for Letting	TxDOT																											
Let Project (Est. Earliest Date: July 2016)	TxDOT																		Estimated 37 Months Construction Duration									

HIDALGO COUNTY FUNCTION
TXDOT FUNCTION

9:43 AM6/20/2013

WORK AUTHORIZATION NO. 1
EXHIBIT D-1
ESTIMATED PROJECT FEE SCHEDULE AND
MANHOUR BREAKDOWN

FM 2220 (Ware Road) Project
from Mile 3 N (FM 1924) to Mile 5 N (FM 676)

		MANHOURS										
		Senior Project Manager	Senior Environmental Scientist /Specialist	Project Engineer	Right-of-Way Administrator	Environmental Scientist /Specialist	GIS/Analyst	Admin / Clerical	Biologist	TOTAL HOURS	Sub-Contract Cost	TOTAL LINE ITEM COST
	CONTRACT RATE	215.40	136.21	123.54	107.70	79.19	66.52	57.02	50.68			
WORK AUTHORIZATION NO. 1												
PHASE I - EA, PUBLIC INVOLVEMENT, ROW MAPPING												
1	Environmental Assessment with TxDOT	60	300	0	0	300	242	249	240	1391		$ 120,000.00
2	Public Involvement for the project (1 Public Meeting)	24	40	40	24	0	49	40	26	243		$ 25,000.00
3	Archeological/Historical Research, Management, Coordination & Development and Subconsultant	4	80	2	0	160	121	40	0	407		$ 35,000.00
4	Engineering Technical Support at Public Meetings with Layouts, etc.	24	40	40	24	0	49	40	26	243		$ 25,000.00
5	Schematic									0		$ -
6	Hydrological Map									0		$ -
7	Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)									0		$ -
8	Preliminary Compensable Utilities Identification on Schematic for approval by FHWA/TxDOT									0		$ -
9	Update Schematic based on Field Surveys and ROW Map as provided by City of McAllen and provide to TxDOT/County for EA update w/FHWA									0		$ -
10	Engineering Technical Support at Public Meeting/Hearing for ROW Acquisition Support	24	40	40	24	0	49	40	26	243		$ 25,000.00
11	Complete ROW Map (Based on 37 Parcels) Review ROW Map and Subconsultant	70	48	68	70	0	13	40	0	309	$ 118,400.00	$ 40,700.00
SUB-TOTAL		**206**	**548**	**190**	**142**	**460**	**523**	**449**	**318**	**2836**	**$ 118,400.00**	**$ 270,700.00**

Subtotal Manhour Fee with Sub-Consultant Costs	$	389,100.00
Total Project Fee:	$	389,100.00

R. O. W. SURVEYING SERVICES

SOUTH TEXAS INFRASTRUCTURE GROUP

June 19, 2013

Mr. Jacinto Garza
President/CEO
L&G Engineering
2100 W. Expressway 83
Mercedes, TX 78570

RE: **Proposal FNC 130**
ROW Map, Parcel Surveys, Metes and Bounds Descriptions, and Title Reports
FM 2220 (Ware Road) Project
Limits: from Mile 3 N (FM 1924) to Mile 5 N (FM676)

Dear Mr. Garza,

As discussed, the following is a cost estimate for the above mentioned project:

FNC 130 ROW Mapping:	37 parcels	@ $3200/parcel= $ 118,400.00
	Total	**= $ 118,400.00**

Let us know at your convenience when you and/or Ms. Velma Garcia are available to discuss this project. If you require more information or have any questions please contact me at your convenience.

Sincerely,

Julio Cerda, P.E.
R. O. W. Surveying Services, LLC

cc: Drew A. Mawyer, RPLS, R.O.W. Surveying Services
Velma Garcia, Project Manager, L & G Engineering

AI-40178 **Closed Session 21. C.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Ramiro Fonseca

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/13/2013 04:21 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Aida Alvarez Started On: 08/13/2013 03:24 PM

Final Approval Date: 08/16/2013

AI-40233 **Closed Session 21. D.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Fernando Garza

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/15/2013 03:47 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Aida Alvarez Started On: 08/15/2013 03:02 PM

Final Approval Date: 08/16/2013

AI-40218 **Closed Session 21. E.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-cv-00392; Christina Mejia Gutierrez v. Hidalgo County Sheriff's Office, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/15/2013 09:03 AM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Monica Badillo Started On: 08/14/2013 05:11 PM

Final Approval Date: 08/16/2013

AI-40255 **Closed Session 21. F.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Domain - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	08/16/2013 01:12 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: SANDRA DELEON Started On: 08/16/2013 11:33 AM

Final Approval Date: 08/16/2013

AI-40179 **Open Session 22. C.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Ramiro Fonseca

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/13/2013 04:21 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Aida Alvarez Started On: 08/13/2013 03:27 PM

Final Approval Date: 08/16/2013

AI-40234 **Open Session 22. D.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Fernando Garza

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/15/2013 03:47 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Aida Alvarez Started On: 08/15/2013 03:03 PM

Final Approval Date: 08/16/2013

AI-40219 **Open Session 22. E.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-cv-00392; Christina Mejia Gutierrez v. Hidalgo County Sheriff's Office, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/15/2013 09:03 AM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: Monica Badillo Started On: 08/14/2013 05:12 PM

Final Approval Date: 08/16/2013

AI-40256 **Open Session 22. F.**

CC REGULAR

Meeting Date: 08/20/2013

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Domain - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Ivan Cantu	08/16/2013 01:13 PM
Purchasing Department	Monica Badillo	08/16/2013 05:20 PM

Form Started By: SANDRA DELEON Started On: 08/16/2013 11:34 AM

Final Approval Date: 08/16/2013

AI-40083 **Head Start 7. D.**

CC CONSENT

Meeting Date: 08/20/2013

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Risk Management Quarterly Report

BACKGROUND

Policy Council Approval: August 14, 2013

Attachments

Risk Management Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/07/2013 04:02 PM
Auditor's Office	Monica Badillo	08/16/2013 05:22 PM

Form Started By: Linda Galaviz Started On: 08/07/2013 02:26 PM

Final Approval Date: 08/16/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 14, 2013

SUBJECT: Approval of Risk Management Report

RATIONALE/NEED: A quarterly Risk Management Report on Worker's Compensation cases will be submitted to keep the Policy Council informed on employee injuries and absences.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Risk Management Report

****

INITIATED BY: Noemi Flores, Safety Officer

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Human Resource Department
Risk Management Report

2nd. Quarterly Report 04/01/13 to 06/30/13

No.	Claim Number	Claim Type	Claimant's ID Number	Assignment	Location	Date of Injury	Projected End Date	Type of Injury	Comments
1.	13502897	Medical	004504	Warehouse Courier	Administration	04/03/13	06/21/13	Strain	Closed
2.	13503019	Record Only	002514	Assistant Teacher	San Carlos	04/04/13	04/05/13	Trip/Fall	Closed
3.	13503239	Record Only	004335	Assistant Teacher	San Carlos	04/05/13	04/08/13	Sprain	Closed
4.	13503162	Record Only	004469	Custodian	Progreso	04/05/13	04/08/13	Laceration	Closed
5.	13503730	Record Only	003049	Teacher	San Juan I	04/10/13	04/11/13	Crush Injury	Closed
6.	13503993	Record Only	003054	Custodian	Administration	04/12/13	04/15/13	Struck By	Closed
7.	13504016	Medical	003937	Maintenance Worker	Administration	04/14/13	Open	Contusion/ Laceration	On-Going
8.	13504740	Record Only	001671	Kitchen Helper	Edcouch Kitchen	04/16/13	04/19/13	Struck By	Closed
9.	13504838	Record Only	003108	Secretary	Administration	04/17/13	04/22/13	Fall	Closed
10.	13504469	Medical	004106	Bus Driver/Maintenance	Austin 1-Stop	04/17/13	Open	Contusion	On-Going
11.	13504584	Medical	003064	Teacher	Edcouch	04/18/13	06/24/13	Fall	Closed
12.	13504643	Type Denied	004514	Substitute Teacher	Education	04/18/13	06/24/13	Fall	Closed
13.	13505413	Type Denied	001933	Assistant Teacher	La Herencia	04/19/13	07/17/13	Strain	Closed
14.	13505439	Record Only	003840	Bus Driver/Maintenance	Austin 1-Stop	04/24/13	04/25/13	Crush Injury	Closed

Hidalgo County Head Start Program
Human Resource Department
Risk Management Report

2nd. Quarterly Report 04/01/13 to 06/30/13

No.	Claim Number	Claim Type	Claimant's ID Number	Assignment	Location	Date of Injury	Projected End Date	Type of Injury	Comments
15.	13505580	Record Only	004546	Teacher	Pharr	04/25/13	04/26/13	Contusion	Closed
16.	13505839	Medical	000496	Center Manager	McAllen V & Vine Terrace	04/29/13	07/01/13	Strain	Closed
17.	13506490	Record Only	001088	Center Manager	Edcouch	05/03/13	05/03/13	Fall	Closed
18.	13507027	Record Only	003517	Special Services Facilitator	Administration	05/06/13	05/09/13	Scratch	Closed
19.	13507041	Medical	004266	Teacher	Elsa	05/08/13	Open	Slip/Fall	On-Going
20.	13507373	Record Only	002510	Teacher	Palmview I	05/10/13	05/13/13	Slip/Fall	Closed
21.	13507549	Medical	001889	Assistant Teacher	Edcouch	05/13/13	06/16/13	Human Bite	Closed
22.	13507573	Medical	003803	Center Manager	McAllen VI	05/13/13	Open	Fall	On-Going
23.	13508437	Record Only	003386	Bus Aide/Substitute	Palmview I	05/17/13	05/21/13	Fall	Closed
24.	13508403	Medical	002539	Custodian	Palmview II	05/20/13	Open	Fall	On-Going
25.	13509453	Medical	004108	Maintenance Worker	Administration	05/29/13	Open	Foreign Body	On-Going
26.	13510825	Medical	004516	Support Service Assistant	McAllen VI	06/06/13	07/11/13	Strain	Closed
27.	13510841	Type Denied	003788	Maintenance Worker	Administration	06/06/13	07/17/13	Moving Vehicle Accident	Closed
28.									

AI-40078 **Head Start 7. E.**

CC CONSENT

Meeting Date: 08/20/2013

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Financial Reports: 1. May 2013 2. June 2013 3. July 2013

BACKGROUND

Policy Council Approval: June 12, 2013 and August 14, 2013

Attachments

Financial Reports

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/07/2013 04:02 PM
Auditor's Office	Monica Badillo	08/16/2013 05:22 PM

Form Started By: Linda Galaviz Started On: 08/07/2013 01:59 PM

Final Approval Date: 08/16/2013

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: June 12, 2013

SUBJECT: Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report: May 2013

****

INITIATED BY: Elma Keller, Chief Financial Officer

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Encumbrance Budget Report - 2013 Policy Council
From 5/1/2013 Through 5/31/2013

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance - Revised	Percent Total Budget Remaining - Revised	Current Actual
01	SALARIES	16,808,184.73	6,492,625.04	0.00	10,315,559.69	61.37%	1,876,238.93
02	FRINGE BENEFITS	5,954,588.76	2,186,855.34	0.00	3,767,733.42	63.27%	521,995.15
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100.00%	0.00
05	SUPPLIES	731,455.00	434,793.42	25,245.20	271,416.38	37.10%	61,424.89
06	OTHER COST	1,957,668.51	826,470.82	22,120.87	1,109,076.82	56.65%	240,138.73
Report Total		25,461,897.00	9,940,744.62	47,366.07	15,473,786.31	60.77%	2,699,797.70

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 14, 2013

SUBJECT: Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report: June/July 2013

****

INITIATED BY: Elma Keller, Chief Financial Officer

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Encumbrance Budget Report - 2013 - Policy Council
From 6/1/2013 Through 6/30/2013

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance - Revised	Percent Total Budget Remaining - Revised	Current Actual
01	SALARIES	16,293,283.20	7,709,584.51	0.00	8,583,698.69	52.68%	1,216,959.47
02	FRINGE BENEFITS	5,479,131.57	2,607,591.20	0.00	2,871,540.37	52.40%	420,735.86
03	OUT OF TOWN TRAVEL	0.00	0.00	0.00	0.00	0.00%	0.00
05	SUPPLIES	578,403.14	459,446.30	69,534.48	49,422.36	8.54%	24,175.73
06	OTHER COST	1,783,826.09	855,980.95	47,585.73	880,259.41	49.34%	29,510.13
Report Total		24,134,644.00	11,632,602.96	117,120.21	12,384,920.83	51.32%	1,691,381.19

Hidalgo County Head Start Program
Encumbrance Budget Report - 2013 - Policy Council
From 7/1/2013 Through 7/31/2013

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance - Revised	Percent Total Budget Remaining - Revised	Current Actual
01	SALARIES	16,293,283.20	8,911,166.87	0.00	7,382,116.33	45.30%	1,201,582.36
02	FRINGE BENEFITS	5,479,131.57	2,992,773.61	0.00	2,486,357.96	45.37%	385,182.41
03	OUT OF TOWN TRAVEL	0.00	0.00	0.00	0.00	0.00%	0.00
05	SUPPLIES	578,403.14	506,723.54	49,588.15	22,091.45	3.81%	47,277.24
06	OTHER COST	1,783,826.09	956,662.21	35,885.84	791,278.04	44.35%	100,681.26
Report Total		24,134,644.00	13,367,326.23	85,473.99	10,681,843.78	44.26%	1,734,723.27

AI-40007 **Budget and Management 8. A.**

CC CONSENT

Meeting Date: 08/20/2013

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of $930,731.47 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 07/20/13 to 08/02/13.

07/20-26/13	$516,608.81
07/27-31/13	$223,839.96
08/01-02/13	$190,282.70
TOTAL	$930,731.47

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 7/20-26/13

BCBS 7/27-31/13

BCBS 8/1-2/13

Invoices

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/13/2013 04:14 PM
Manuel Chapa	Manuel Chapa	08/14/2013 09:14 AM
Auditor's Office	Monica Badillo	08/16/2013 05:22 PM

Form Started By: Angelica M. Tapia Started On: 08/01/2013

Final Approval Date: 08/16/2013



BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **07/20/2013 to 07/26/2013**

SECTION			
0001-0011	HIDALGO COUNTY	$	395,695.05
0002-0012	HEAD START	$	69,699.82
0003-0013	APPRAISAL DISTRICT	$	10,546.53
0004-0014	COMMUNITY SERVICE AGENCY	$	1,216.30
0005-0015	DRAINAGE DISTRICT NO.1	$	19,931.01
0006-0016	RETIREES	$	9,441.93
9001-9002	COBRA	$	10,078.17
	STOP LOSS	$	-
	TOTAL	$	516,608.81



BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **07/27/2013 to 07/31/2013**

SECTION			
0001-0011	HIDALGO COUNTY	$	181,897.04
0002-0012	HEAD START	$	23,019.49
0003-0013	APPRAISAL DISTRICT	$	5,880.35
0004-0014	COMMUNITY SERVICE AGENCY	$	48.16
0005-0015	DRAINAGE DISTRICT NO.1	$	10,318.65
0006-0016	RETIREES	$	3,044.85
9001-9002	COBRA	$	(368.58)
	STOP LOSS	$	-
	TOTAL	$	223,839.96



BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **08/01/2013 to 08/02/2013**

SECTION			
0001-0011	HIDALGO COUNTY	$	139,719.10
0002-0012	HEAD START	$	27,498.75
0003-0013	APPRAISAL DISTRICT	$	4,150.72
0004-0014	COMMUNITY SERVICE AGENCY	$	1,772.12
0005-0015	DRAINAGE DISTRICT NO.1	$	9,814.06
0006-0016	RETIREES	$	6,958.48
9001-9002	COBRA	$	369.47
	STOP LOSS	$	-
	TOTAL	$	190,282.70

BlueCross BlueShield of Texas

Invoices - Invoice Details

BARS Number: TX433010006 - HIDALGO COUNTY

Invoice Period: 07/20/2013 - 07/26/2013 Process Date: 07/26/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 07/20/2013 - 07/26/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$1,035,397.90	$395,695.05	$50,038.68	$0.00	$345,656.37	2,559
TX433	01	002	HEAD START	$293,502.28	$69,699.82	$16,151.68	$0.00	$53,548.14	759
TX433	01	003	APPRAISAL DISTRICT	$60,351.75	$10,546.53	$4,041.80	$0.00	$6,504.73	81
TX433	01	004	COMMUNITY SERVICE	$6,847.69	$1,216.30	$653.99	$0.00	$562.31	32
TX433	01	005	DRAINAGE DISTRICT	$55,915.21	$19,931.01	$1,778.76	$0.00	$18,152.25	119
TX433	01	006	RETIREES	$40,679.03	$9,441.93	$4,288.50	$0.00	$5,153.43	81
TX433	01	007	COBRA	$19,763.33	$10,078.17	$650.57	$0.00	$9,427.60	(5)
			STOPLOSS	($81,381.26)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$1,512,457.19	$516,608.81	$77,603.98	$0.00	$439,004.83	3,626
			STOPLOSS Total	($81,381.26)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$1,431,075.93	$516,608.81	$77,603.98	$0.00	$439,004.83	3,626

BlueCross BlueShield of Texas

Invoices - Invoice Details

BARS Number: TX433010006 - HIDALGO COUNTY

Invoice Period: 07/27/2013 - 08/02/2013 Process Date: 08/02/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 07/27/2013 - 07/31/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$1,217,294.94	$181,897.04	$0.00	$0.00	$181,897.04	1,370
TX433	01	002	HEAD START	$316,521.77	$23,019.49	$0.00	$0.00	$23,019.49	290
TX433	01	003	APPRAISAL DISTRICT	$66,232.10	$5,880.35	$0.00	$0.00	$5,880.35	45
TX433	01	004	COMMUNITY SERVICE	$6,895.85	$48.16	$0.00	$0.00	$48.16	1
TX433	01	005	DRAINAGE DISTRICT	$66,233.86	$10,318.65	$0.00	$0.00	$10,318.65	95
TX433	01	006	RETIREES	$43,723.88	$3,044.85	$0.00	$0.00	$3,044.85	41
TX433	01	007	COBRA	$19,394.75	($368.58)	$0.00	$0.00	($368.58)	1
			STOPLOSS	($81,381.26)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$1,736,297.15	$223,839.96	$0.00	$0.00	$223,839.96	1,843
			STOPLOSS Total	($81,381.26)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$1,654,915.89	$223,839.96	$0.00	$0.00	$223,839.96	1,843

BlueCross BlueShield of Texas

Invoices - Invoice Details

BARS Number: TX433010006 - HIDALGO COUNTY

Invoice Period: 07/27/2013 - 08/02/2013 Process Date: 08/02/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 08/01/2013 - 08/02/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$139,719.10	$139,719.10	$54,140.83	$0.00	$85,578.27	1,086
TX433	01	002	HEAD START	$27,498.75	$27,498.75	$11,426.69	$0.00	$16,072.06	279
TX433	01	003	APPRAISAL DISTRICT	$4,150.72	$4,150.72	$1,919.21	$0.00	$2,231.51	42
TX433	01	004	COMMUNITY SERVICE	$1,772.12	$1,772.12	$1,089.31	$0.00	$682.81	21
TX433	01	005	DRAINAGE DISTRICT	$9,814.06	$9,814.06	$3,028.48	$0.00	$6,785.58	40
TX433	01	006	RETIREES	$6,958.48	$6,958.48	$5,646.75	$0.00	$1,311.73	66
TX433	01	007	COBRA	$369.47	$369.47	$15.90	$0.00	$353.57	21
			Customer Total Claims	$190,282.70	$190,282.70	$77,267.17	$0.00	$113,015.53	1,555
			Customer Grand Total	$190,282.70	$190,282.70	$77,267.17	$0.00	$113,015.53	1,555

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **July 20, 2013 thru August 2, 2013**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$930,731.47**.

1). Hidalgo County
2). Hidalgo County Head Start Program
3). Hidalgo County Appraisal District
4). Hidalgo County Community Service Agency
5). Hidalgo County Drainage District No.1
6). Hidalgo County Retirees
7). Hidalgo County COBRA

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 07/20/2013 to 08/02/2013 is $930,731.47.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of August 20, 2013.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees/participants of Hidalgo County, Hidalgo County Head Start Program, Hidalgo County Appraisal District, Hidalgo County Community Service Agency, Hidalgo County Drainage District No.1, Hidalgo County Retirees and Hidalgo County COBRA.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were deposited to the Hidalgo County Treasurer's Office and credited to the corresponding revenue account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Flora Vasquez — 08-13-13
Employee Benefits Director — Date

[signature] — 08/13/2013
Dept. of Budget & Management Budget Officer — Date

Commissioner's Court Approval — Date

AI-39970 **Purchasing Department 9. A.**

CC CONSENT

Meeting Date: 08/20/2013

Submitted For: Hon. Lupe Trevino, HC Sheriff Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to enter into a 36-month new copier (capital) lease through our membership/participation with (TPASS) Texas Procurement and Support Services awarded vendor, Xerox Corporation contract 985-L2 with authorized dealer Dahill for use at the New Hidalgo County Sheriff Sub-Station located in Precinct #1 through requisition 240770 at $178.59/month.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-002-0-601

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-002-0-780

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Requisition# 00240770 opened to cover lease for remaining fiscal year.

Attachments

Requisition

Quote

Web Price

Capital Log Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/15/2013 03:37 PM
Budget & Management	Obdett Calzada	08/15/2013 03:51 PM
Glinda Pacheco	Glinda Pacheco	08/16/2013 11:36 AM
Auditor's Office	Monica Badillo	08/16/2013 05:22 PM

Form Started By: Matilde Faz Started On: 07/31/2013 10:17 AM

Final Approval Date: 08/16/2013

Requisition

HIDALGO COUNTY JAIL

Req # 00240770
PO #
Date: 07/26/13

Consent 8/20/13 39970

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 731892
DALLAS TX 75373-1892

Ship To: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: VRODRIGUEZ
956-393-6023

Contract No: SMARTBUY
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		XEROX COMPANY: DAHILL TPASS TERM CONTRACT 985-L2 SMARTBUY REQUISITION SMARTBUY PURCHASE ORDER NEW COPY MACHINE FOR NEW JAIL SUBSTATION LOCATED AT: 3003 E. MILE 11 NORTH WESLACO, TEXAS 78596 DO NOT DUPLICATE ORDER		
4.00	EACH	CO NEW 36 MONTHS COPIER (CAPITAL) LEASE 98513140025 XEROX W5845APT COPY/PRINT/COLOR SCANNING W/FINISHER 36	.00	.00
4.00	MONTH	CO NEW 36 MONTHS (CAPITAL) LEASE 98513140026 36 MONTH LEASE	178.59	714.36
1.00	LOT	CO INCLUDES: 300,000 COPIES PER YEAR W/OVERAGES @ $0.0091	50.00	50.00
		Account No	Encumbrance	
		3-1100-423-21-280-002-0-601	50.00	
		3-1100-423-21-280-002-0-780	714.36	
			Freight	.00
			Total	764.36
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

24770

dahill

A Xerox Company

TPASS CONTRACT 985-L2

Baldomero Gonzalez

1431 W. Polk Avenue
Pharr, TX 78577
Phone: 956-283-8800
Main Fax: 956-787-6700
Cell 956-792-6502
Contact:: Baldomero Gonzalez
bgonzalez@dahill.com

August 2, 2013

xerox

HIDALGO SHERIFF'S DEPARTMENT
TPASS 985-L2

Xerox W5845APT

36 Month Lease (Includes svc & supplies) $178.59 x 36 = ... $6,429.24

Includes 300,000 B/W copies per year, overages billed at $0.091 per copy

dahill

A Xerox Company

Xerox W5845APT

TPASS CONTRACT 985-L2

98513140025	Copy/Print/Color Scanning w/ Finisher	0.00	
98513140026	36 Month Lease	178.63	178.59
		X 36	
		$6,430.48	
		$6,429.24	

**Includes : 300,000 Copies per Year w/ Overages @ 0.0091.

xerox

TxSmartBuy e-Catalogs Quick Order

HELP | Logout

Search Product Keyword Category List Go

Line Items 0 Total 0.00

Results

Site Glossary

Showing 1 - 1 of 1 | 20 per page | 1

Add To Wish List | Compare Items | Export

Description	Unit	Supplier	Contract Information	Commodity Code or Supplier Part #	Award Level Section #	Mfg Part # Mfg Name	Price	Qty	Cart
Low Range III WorkCentre 5845 & OFF50FINR: Base Unit, Up to 45 PPM, Includes SPDH 4 Trays & Print...	EA	Xerox Corporation , Office Equipment	TERM 985-L2	98513140025		XEROX	$0.00		

Showing 1 - 1 of 1 | 20 per page | 1

Add To Wish List | Compare Items | Export

©2009 Vinimaya

e-Catalogs Quick Order

HELP | Logout

Search Product Keyword Category List Go

Line Items 0 Total 0.00

Results

Site Glossary

Showing 1 - 1 of 1 | 20 per page | 1

Add To Wish List | Compare Items | Export

	Description	Unit	Supplier	Contract Information	Commodity Code or Supplier Part #	Award Level Section #	Mfg Part # Mfg Name	Price	Qty	Cart
☐	Low Range III 5845APTC lease & OFF50FINR: 36 Month Lease. Includes 25,000 Copies. Overage Charge ...	MO	Xerox Corporation , Office Equipment	TERM 985-L2	98513140026		XEROX	$178.59		

Showing 1 - 1 of 1 | 20 per page | 1

Add To Wish List | Compare Items | Export

©2009 Vinimaya

Capital Lease Versus Operating Lease Test
2013

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

								1	2	3a	3b	4a	4b		
CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)	
1/29/2013	45	Auxiliary Court	228168	985-L2	1/29/2013	WC5745	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease	
1/29/2013	122	Hidalgo Co. Pct 2	239287	985-L2	1/29/2013	Canon IR-2525	$122.10	N	N	36	60	$2,865.60	$2,865.60	Capital Lease	
2/26/2013	25	County Crt Law 5	230656	985-L2	2/26/2013	WC3550X	$93.48	N	N	36	60	$3,365.28	$3,365.28	Capital Lease	
2/26/2013	170	Auditor Admin	229727	985-L2	2/26/2013	WC7530P	$291.43	N	N	36	60	$10,491.48	$10,491.48	Capital Lease	
2/26/2013	170	Auditor Inter Audit	231055	985-L2	2/26/2013	WC5745P	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease	
3/4/2013	85	Public Defenders	231671	985-L2	3/4/2013	WC7120P	$233.38	N	N	36	60	$8,401.68	$8,401.68	Capital Lease	
3/5/2013	170	AUDITOR	231447	985-L2	3/5/2013	WC5745PT	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease	
3/26/2013	350	WIC (28)	230709	985-L2	3/26/2013	iR1025N	$18.37	N	N	60	60	$1,102.20	$913.71	Capital Lease	
3/26/2013	8	389th Dist. Court	230271	985-L2	3/26/2013	WC7120P	$244.59	N	N	36	60	$8,805.24	$8,805.24	Capital Lease	
3/26/2013	9	398th Dist. Court	231600	985-L2	3/26/2013	WC7120P	$244.59	N	N	36	60	$8,805.24	$8,805.24	Capital Lease	
3/26/2013	6	332nd Dist. Court	231141	985-L2	3/26/2013	WC5845P	$172.09	N	N	36	60	$6,195.24	$6,195.24	Capital Lease	
4/24/2013	260	Right of Way Dept	234582	985-L2	4/24/2013	WC7556	$495.77	N	N	36	60	$17,847.72	$17,847.72	Capital Lease	
4/16/2013	122	Pct 2 Admin Dept	233802	985-L2	4/16/2013	IR-4025	$104.14	N	N	36	60	$3,749.04	$3,749.04	Capital Lease	REF: 239296
5/14/2013	55	Child Protection Crt	234865	985-L2	5/14/2013	WC5845P	$166.66	N	N	36	60	$5,999.76	$5,999.76	Capital Lease	
4/30/2013	22	Court at Law 2	230890	985-L2	4/30/2013	WC7530P	$273.93	N	N	36	60	$9,861.48	$9,861.48	Capital Lease	
5/21/2013	124	Hidalgo CO. PCT 4	233291	985-L2	5/21/2013		$162.37	N	N	36	60	$5,845.32	$5,845.32	Capital Lease	
5/29/2013	180	County Clerk's Office	236793	985-L2	6/15/2013	Phaser 8570	$169.95	N	N	36	60	$6,118.20	$6,118.20	Capital Lease	
7/24/2013	130	Elections	239575	985-I2	7/24/2013	WC5890	$371.04	n	n	36	60	$13,357.44	$13,357.44	Capital Lease	
8/7/2013	122	Pct. 2 Adm Bldg	239296	985-L2	8/7/2013	IR-4025	$113.91	N	N	36	60	$4,100.76	$4,100.76	Capital Lease	
8/20/2013	280	Jail Weslaco Sub	240770	985-L2	8/20/2013	W5845APT	$178.59	N	N	36	60	$6,429.24	$6,429.24	Capital Lease	
8/20/2013	8	389th Dist. Court	236796	985-L2	8/20/2013	ADD ON FAX	$263.86	N	N	36	60	$9,498.96	$9,498.96	Capital Lease	
8/20/2013		BUDGET		985-L2	8/20/2013		$466.78	N	N	36	60	$16,804.08	$16,804.08	Capital Lease	
8/27/2013	280	Sheriff's Office	241463	985-L2	8/27/2013	W5875APT	$310.31	N	N	36	60	$11,171.16	$11,171.16	Capital Lease	

AI-40046 **Purchasing Department 9. B.**

CC CONSENT

Meeting Date: 08/20/2013

Submitted For: Martha L. Salazar Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to add/delete fuel card(s) and/or driver(s) for:

Purchasing Department - Add fuel card users
Safety Department - Add fuel card users
Department of Health & Human Services - Delete fuel card users

BACKGROUND

Attachments

back up

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/08/2013 04:25 PM
Budget & Management	Obdett Calzada	08/09/2013 11:17 AM
Auditor's Office	Monica Badillo	08/16/2013 05:22 PM

Form Started By: Nielda Cavazos Started On: 08/06/2013 08:53 AM

Final Approval Date: 08/16/2013

FUEL CREDIT CARD REQUEST FORM

AUG 1 - 2013

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☒ **Delete/Cancel Driver**

Department:	Health & Human Services
Billing Address:	1304 South 25th Ave, Edinburg, TX 78539
Fuel Card Manager:	Eduardo Olivarez
	This person can not have use of the fuel card
Phone Number:	(956)383-6221 **County Email:** eddie.olivarez@hchd.org
Web user Name:	health **Password:** sweet
Hidalgo Co Acct Number:	3-1100-441-00-340-001-0-626
Requested By:	Eduardo Olivarez
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: 40046

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Candida Requenez	02-25-71	072001		

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** **X Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: Purchasing Department
Billing Address: 2812 S Bus Hwy 281
Fuel Card Manager: Nielda Cavazos
This person can not have use of the fuel card
Phone Number: **956-318-2626** **County Email:** nielda.cavazos@co.hidalgo.tx.us
Web user Name: _____ **Password:** _____
Hidalgo Co Acct Number: 3-1100-415-18-160-001-0-
Requested By: Martha L. Salazar
Original Signature is required Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. # 40046
Reviewed by Fuel Card Administrator: _____
Cards Received by Dept on: _____ Date Returned/Cancelled: _____
Fuel Cards Received by Department: _____
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Rene Perez	8/20/83	134317		

Form F.1.1 Revised: *Attach separate list if additional users are required*

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Safety Division
Billing Address:	PO Box 1356, Edinburg, Texas 78540
Fuel Card Manager:	Rosie Luna
	This person can not have use of the fuel card
Phone Number:	292-7030 **County Email:** rosie.luna@co.hidalgo.tx.us
Web user Name:	++++++++++++++++++++ **Password:** ++++++++++++++++++++
Hidalgo Co Acct Number:	3-1100-419-50-125-003-0-626
Requested By:	Roy Quintanilha, Safety Director
Original Signature is required	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. # 46041

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	***Purchasing Dept. Use Only*** **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	***DBM Use Only*** **License Verification**	***Purchasing Dept. Use Only*** **Training Date & Signed Fuel Policy**
Stan Ramos	1/19/73	114502		
Dale Kennan	7/2/72	115428		

Form F.1.1 Revised: ***Attach separate list if additional users are required***

AI-39819 **Purchasing Department 9. C.**

CC CONSENT

Meeting Date: 08/20/2013

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval of the "master" Commercial Alarm Monitoring Agreement as required by vendor, Superior Alarms and as awarded under TASB BuyBoard under contract #325-09/401-12;

2. Requesting approval & authority to enter into a three (3) year commercial alarm monitoring services and execute vendor's required commercial alarm monitoring agreement with Alan Yoder Enterprises, Inc. d/b/a Superior Alarms for the following departments through the requisitions noted below, effective upon approval:

Note: *-Denotes vendor's discount from awarded amount of $20.00/mo.

Department's	Req #'s	Location	Monthly Rate	Account Number
Treasurer's	240526	2810 S. Hwy 281 Edinburg, Texas	$15.00*	3-1100-415-16-150-001-0-413
Elections	239885	101 S. 10th Ave. Edinburg, Texas	$15.00*	3-1100-414-00-130-001-0-413

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-16-150-001-0-413

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

BUDGETARY IMPACT:

Funds availble as of 08/16/2013.

FISCAL YEAR: 2013 ACCT. #: 3-1100-414-00-130-001-0-413

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

BUDGETARY IMPACT:

Funds availble as of 08/16/2013.

Attachments

Treasurer's Superior Alarms
Legal Approval
Superior Alarms Contract
revised - elections

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/15/2013 03:39 PM

Budget & Management	Obdett Calzada	08/15/2013 03:50 PM
Auditor's Office	Monica Badillo	08/16/2013 05:22 PM

Form Started By: Tanya Delira Started On: 07/23/2013 08:01 AM

Final Approval Date: 08/16/2013

Requisition

Req # 00240526
PO #
Date: 07/22/13

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: COUNTY TREASURER
2810 S. BUSINESS HWY 281
EDINBURG TX 78539-6243

Contact: JOSE MUNOZ
956-318-2506

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C.C. 08/06/2013		
		DO NOT DUPLICATE ORDER		
1.00	LOT	2013 Commercial Alarm Monitoring Fee for: Hidalgo County Treasurers' Office 2810 S. Bus Hwy 281 Edinburg, TX 78539 (September 1,2013 - February 28,2014) 6 months for $90.00	90.00	90.00
		Account No	Encumbrance	
		3-1100-415-16-150-001-0-413	90.00	
			Freight	.00
			Total	90.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
		Pueblo

SUBSCRIBER

Hidalgo Co. Treasurer's Dept.
NAME
2810 S. Bus. Hwy 281
ADDRESS STREET SUITE/APT. NO
Edinburg, Texas 78539-6243
CITY STATE ZIP CODE

TEL. NO. ( ) ( )
FAX NO. ( ) S. S. NO.
TDL# Email

COMPANY

Superior Alarms
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 213-1179

JUL 22 2013

LOCATION OF ALARM DEVICES

Physical Address 2802 Closner City Edinburg State TX Zip 78539
Directions to Subscriber's Location:

CONDITIONS MONITORED

☐ Fire ___ ☐ Hold-up ___ ☒ Burglar ___ ☒ Panic ___ ☒ Low Battery ☐ Medical ☐ Close ☐ Open ☐ Other ___

TYPE OF INSTALLATION

☐ Business ☐ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	Edinburg P.D.	( )
	Local Fire Department		( )
	Other		( )
	Other		( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		( )	( )	
2		( )	( )	
3		( )	( )	
4		( )	( )	
5		( )	( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:
☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken
Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance
Late Open Allowance
Late Close Allowance
Mailed to:

Activity Report ☐ Yes ☐ No ☐ Monthly

FEES • TERMS • PAYMENTS

INITIAL TERM: 3 Year(s) Annual Fee $ 180.00 + tax

6 No. of payments equal payments of $ 90.00, each payable Semi on the 1 day of Sept - Feb, beginning Sept. 1 2013, and continuing regularly and Semi thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.
SUBSCRIBER MUST SIGN IN THREE PLACES

ACCEPTED:
By Title
Date
Installed by Checked by

SIGNATURE OF SUBSCRIBER DATE

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By Date
Monitoring Information Entered By Date
Billing Information Completed By Date
Billing Information Entered By Date
Form Filed in Customer File By Date

Approved by:
Date

T S MOORE PRINTING 956.6 .6868 5/11

TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

I. Introductory Provision

This Alarm Monitoring Agreement (hereinafter called this "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the front page of this Agreement.

II. Monitoring Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified" with a written list, in order of priority, of the names and telephone numbers (hereinafter called a "station" in the singular, and "stations" in the plural) of those responsible parties Subscriber designates Company notify (in sequence until contact is made) if Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm devices") located on the premises of Subscriber as described under heading "Location of Alarm Devices" on the front page of this Agreement (hereinafter called the "Premises"). Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition nor for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All changes and revisions to stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 5 days) after the notification is received by Company.

B. Company shall only monitor the occurrence of conditions and events marked under heading "Conditions Monitored" on the front page of this Agreement; and Company disclaims (and Subscriber accepts that Company is disclaiming) any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees only (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities (depending on the alarm condition reported) listed under heading "Local Authorities to Be Notified" on the front page of this Agreement by direct telephone call in the event the response received from the Subscriber's designated station so contacted is unsatisfactory in the sole discretion of Company (hereinafter, collectively, call the "Service"); provided, however that Company shall have absolute discretion to determine which appropriate local authorities are to be notified depending on the alarm condition reported; and further provided; and further provided that Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. This Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information required of Subscriber on the front page of this Agreement and shall have signed this Agreement in the two indicated places, (ii) an authorized agent of Company shall have signed this Agreement after completion of the information on the front page required of Subscriber, (iii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (iv) when the installer (or other qualified individual) of the alarm devices on the Premises of Subscriber shall have sent an acceptable test signal received and acknowledged as acceptable by Company on the alarm devices of Subscriber which monitors the occurrence of Conditions Monitored.

III. Monitoring Service Fees and Renewal

A. For the Service required of Company under this Agreement, Subscriber agrees to pay Company the fee (hereinafter call the "fee") set forth under heading "Fees • Terms • Payments", on the front page of this Agreement in the manner likewise set forth on the front page of this Agreement. In the event any installment of the fee is not paid within 10 days after due, Company may impose and collect from Subscriber a delinquency charge of 5% of the matured amount or $5.00, whichever is more.

B. This Agreement shall be for the initial Term set forth in the heading "Fees • Terms • Payments" on the front page of this Agreement, and shall be automatically renewed for successive like periods of time thereafter on the same terms and conditions (except for the fee and method of payment thereof to Company) unless either Subscriber or Company shall have notified the other of its decision to the contrary at least thirty (30) days prior to the expiration of initial Term or the next renewal period of this Agreement, as applicable. If, for any renewed period after the initial Term, Company shall determine an increase in the fee is appropriate, or a change in the method of payment is proper, Company shall notify Subscriber prior to the expiration of the period for cancellation of this Agreement, with respect to the next renewal period, and if this Agreement is not so canceled by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period and all subsequent renewal periods until again changed in accordance with this Agreement.

C. Subscriber shall be in default under this Agreement (i) if Subscriber shall fail to pay any installment of the fee within ten (10) days after due; (ii) if Subscriber shall fail to comply with any term, provision or covenant of this Agreement, other than the payment of installment of the fee, and shall not cure such failure within ten (10) days after written notice thereof to Subscriber, or (iii) to the extent permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion to, without any notice or demand whatsoever; (i) terminate this Agreement, discontinue the service to the Subscriber and recover then matured installments of the fee due from Subscriber and all other loss and damage with Company may suffer reason of such termination, including the cost of discontinuance of the Service to Subscriber or (ii) recover then matured installments of the fee due from Subscriber and continue the Service to Subscriber in which case, Company shall be entitled to recover, in addition to the matured installments of the fee due, the fees due under this Agreement for the continued Service. Pursuit by Company of any of the aforegoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

IV. Limitation on Liability

A. Company owns none of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof; and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. After written notice (stating an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm devices located on the Premises become so disabled or so substantially damaged that further Service to the Subscriber is reasonable impracticable. The Company has and assumes no liability for interruption of service due to strike, riots, floods, fires, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Company will not be required to supply Service to a Subscriber while interruption of Service is due to any such cause whether at the Premises or the monitoring location of Company. Since signals from alarm devices to company are usually received by means of the telephone system, Company shall not be responsible for interruption in Service due to any telephone or telephone service failure. The availability of Service and response times are, in the main, governed by the telephone system; and Company assumes no liability for delays caused by said system regardless of where such failure be located.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to alarm devices. Subscriber unders[redacted]mments or entities may imposes fines, penalties or charges for any false alarm or signal which summons [redacted]ecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILIT[redacted] FALSE AL[redacted]M OR EMERGENCY SIGNAL GIVEN BY THE ALARM[redacted]ON [redacted]SES. Subscriber agrees to indemnify Company against and hold Company ha[redacted]es ([redacted] respect thereto. If Company reasonably determines that the alarm devices[redacted]nera[redacted] false alarms or emergency signals, Company may, after written notice t[redacted]Sub[redacted] surcharge fee for processing false alarms or emergency signals. If Com[redacted]s sole d[redacted]excessive generation continues after such notice to Subscriber.

C. EVEN IF THE ALARM DEVICES OF SUBSC[redacted]ESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the Service, except to the extent specified in Paragraph E. below. Subscriber acknowledges and agrees that Company is not an insurer and that the fee is not designed to provide insurance coverage. COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SERVICE WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR $250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

E. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, because of, among other things:

(1) the uncertain amount of value of a Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the Service is designed to detect or avert;

(2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by Company; and

(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR $250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE, COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

F. In the event any third party, including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party, makes any claim or commences any action against Company related in any manner to this Agreement or the Service regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph D and E of this Section.

G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTRIBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS. EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

ACKNOWLEDGMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

_____
SUBSCRIBER

V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement, in whole or in part, without the prior written consent of Subscriber. Subscriber hereby consents to and shall acknowledge every such assignment or subcontract as shall be requested by written notice given by Company to Subscriber. Subscriber further covenants and agrees that, (i) any such assignee or subcontractor shall have and be entitled to exercise any and all discretion, rights and powers of Company under this Agreement, but such subcontractor's or assignee's liability shall be limited as set forth in this Agreement to the same extent Company's (ii) after notice from Company to do so, Subscriber will perform all of his obligations under this agreement for the benefit of the subcontractor or assignee, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such subcontractor or assignee or to any other party designated by such subcontractor of assignee, notwithstanding any defense or claim of whatever nature, either by reason of breach of this Agreement or otherwise which Subscriber may not or hereafter have as against Company (Subscriber reserving his right to have recourse directly against Company any on account of any such defenses or claims), and (iii) if Company shall fully assign its rights under this Agreement and give written notice thereof to Subscriber, then Company shall be released from and after the date of such Assignment of further responsibility under this Agreement, such provision not altering the provisions of clause (ii) afore) and, (iv) Subscriber shall execute and deliver to Company and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably require.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical address indicated on the first page of this agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when receipted for by Subscriber or Company, as the case may be. All invoices by Company notifying Subscriber that an installment of the fee is due shall be mailed by first class mail, postage prepaid, to the billing address of Subscriber indicated in the introductory provision of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph), and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussions between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. Unless the content otherwise specifies or requires, the informational terms delineated, defined and amplified on the first page of this Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be construed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. This agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, matter or thing, "with or without cause" or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable, and any such refusal or exercises shall not be subject to appeal to or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company only if signed on the first page of this Agreement by a duly authorized representative of Company. This Agreement may only be altered or modified by a document in writing signed by both parties hereto.

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1147

We send the police there in a hurry!

June 18th, 2013

Addendum to Commercial Alarm Monitoring Agreement between the County of Hidalgo and Superior Alarms whether already existing or a new agreement after the date of this addendum.

1. The County of Hidalgo is allowed to terminate this Agreement at any time without cause on 30 days written notice to customer.

2. Paragraph IV. B. add to beginning of paragraph : "Any indemnity of Subscriber herein is limited to the extent Subscriber is allowed by law to indemnify or grant an indemnity,"

County of Hidalgo
2802 South Business Highway 281
Edinburg, Texas 78539
956-318-2626

_____

_____
Title

Superior Alarms
600 Ash Avenue
McAllen, Texas 78501
800-580-6001

_____
President

Zimbra **tanya.delira@co.hidalgo.tx.us**

Fwd: Here is a copy of the Buyboard site

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us>
Subject : Fwd: Here is a copy of the Buyboard site
To : Tanya De Lira <tanya.delira@co.hidalgo.tx.us>

Thu, Aug 08, 2013 02:58 PM
2 attachments

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "flor salazar" <f.salazar@superioralarms.com>
Cc: "Matilde Faz" <matilde.faz@co.hidalgo.tx.us>, "Darlene Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Tuesday, August 7, 2012 2:35:41 PM
Subject: RE: Here is a copy of the Buyboard site

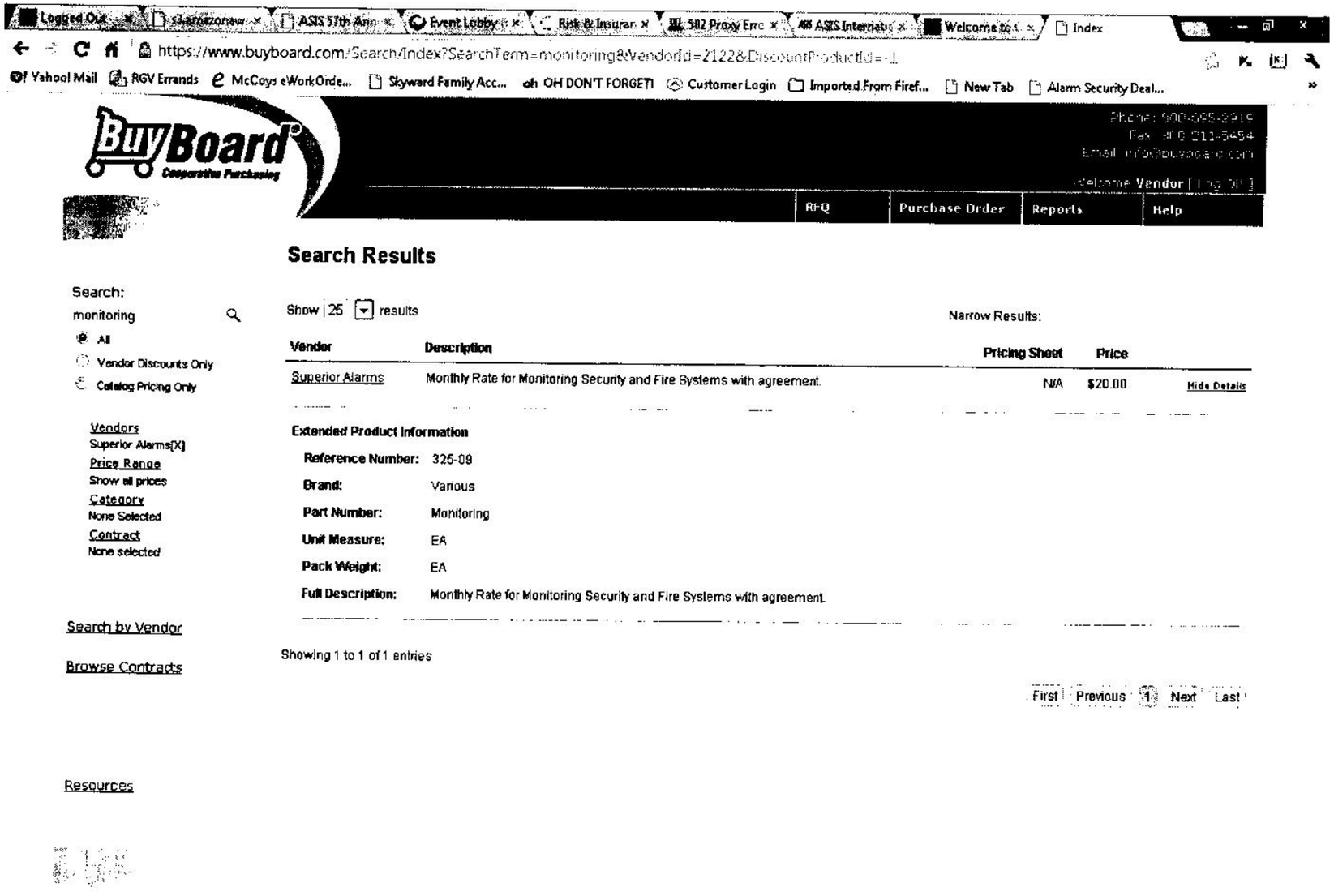
Ms. Flor:
We are receiving conflicting information. I attached a request for clarification to Ms. McAfee. Let's see what happens. In the meantime, could you give me the name of your legal counsel so that maybe I can facilitate a conference call and perhaps come to some compromises on the Superior Alarms agreement? I think this would be the best way to go.
Sincerely,
Marty S.

From: flor salazar [mailto:f.salazar@superioralarms.com]
Sent: Tuesday, August 07, 2012 12:23 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: FW: Here is a copy of the Buyboard site

From: Colin Ashburn [mailto:colin@sa1.co]
Sent: Tuesday, August 07, 2012 12:16 PM
To: 'flor salazar'
Cc: 'Alan Yoder'; sandi@superioralarms.com
Subject: Here is a copy of the Buyboard site

If you search for monitoring on their site under Superior Alarms, it clearly says an agreement is required. That agreement is the Sueprior Alarms Monitoring Agreement.

Thanks,
Colin



Logged Out | ASIS 57th Ann | Event Lobby | Risk & Insuran | 502 Proxy Erro | ASIS Internatio | Welcome to t | Index

https://www.buyboard.com/Search/Index?SearchTerm=monitoring&VendorId=2122&DiscountProductId=-1

Yahoo! Mail | RGV Errands | McCoys eWorkOrde... | Skyward Family Acc... | OH DON'T FORGET! | Customer Login | Imported From Firef... | New Tab | Alarm Security Deal...

BuyBoard Cooperative Purchasing

Phone: 800-695-2919
Fax: 800 211-5454
Email: info@buyboard.com
Welcome Vendor [Log Off]

RFQ | Purchase Order | Reports | Help

Search Results

Search:
monitoring

All
Vendor Discounts Only
Catalog Pricing Only

Vendors
Superior Alarms[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Search by Vendor

Browse Contracts

Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price	
Superior Alarms	Monthly Rate for Monitoring Security and Fire Systems with agreement.	N/A	$20.00	Hide Details

Extended Product Information

Reference Number:	325-09
Brand:	Various
Part Number:	Monitoring
Unit Measure:	EA
Pack Weight:	EA
Full Description:	Monthly Rate for Monitoring Security and Fire Systems with agreement.

Showing 1 to 1 of 1 entries

First | Previous | 1 | Next | Last

Contact us 800-695-2919

Colin Ashburn, CPP
Board certified in security management

Superior Alarms
T: 800.580.6001
F: 956.213.1276
C: 956.821.4431
E: colin@superioralarms.com

CVI-20100809-1053097

From : Matilde Faz <matilde.faz@co.hidalgo.tx.us>
Subject : FW: SUPERIOR ALARMS BUYBOARD 325-09
To : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

Mon, Aug 06, 2012 02:46 PM
1 attachment

Ms. Marty
Here is Ms. McAfee's response.

Matilde (Maty) Faz
THE COUNTY OF HIDALGO, TEXAS
Purchase Order Specialist II
Purchasing Department
2802 South Highway 281
Edinburg, Texas 78539
((956) 318-2626 ext. 4854
7 (956) 318-2629
***matilde.faz@co.hidalgo.tx.us**

"Life is not about waiting for the storms to pass...it's about learning how to dance in the rain!"
Always remember to forget the troubles that pass your way; but **never** forget the blessings that come each day.
I wish you the very best of the New Year and hope that 2012 brings you health and prosperity in the coming year.

From: Sharon McAfee [mailto:Sharon.McAfee@tasb.org]
Sent: Monday, August 06, 2012 2:43 PM
To: 'Matilde Faz'
Subject: RE: SUPERIOR ALARMS BUYBOARD 325-09

Maty, Superior Alarms current BuyBoard contract includes month monitoring at $20 per the information below:

Superior Alarms Superior Alarms	Monthly Rate for Monitoring Security and Fire Systems with agreement. - Edit - View	N/A	$20.00

Yes, a purchase order is sufficient for us here at the BuyBoard for this service. Please let me know if I can help further.
Sharon McAfee
BuyBoard Program Director
Phone: 800-695-2919
Fax: 800-211-5454
E-Mail: sharon.mcafee@tasb.org

From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Monday, August 06, 2012 2:38 PM
To: Sharon McAfee
Subject: SUPERIOR ALARMS BUYBOARD 325-09
Importance: High

Good afternoon Ms. McAfee,
May you please assist me with contract #325-09 Fire & Security Systems & **Monitoring** with Superior Alarms, as per previous messages this vendor is under the understanding that the Monitoring services is NOT awarded through this contract (see attached) price for monthly monitoring $20.00. If the monitoring services are awarded with this monthly price will a purchase order be sufficient for this services or a separate company's monitoring agreement is required?
Can you please confirm?
Thank you in advance for your help with this matter. If you have any questions, please feel free to contact me
Your prompt and favorable consideration to this matter would be deeply appreciated.



image001.jpg
3 KB View Download



Image001.jpg
116 KB

Zimbra **martha.salazar@co.hidalgo.tx.us**

Fwd: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Thu, Jun 20, 2013 09:50 AM

Subject : Fwd: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION 1 attachment

To : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Matilde Faz <matilde.faz@co.hidalgo.tx.us>

Ladies:
This e-mail will serve as approval to form by our legal counsel. I am so relieved after two years we can finally get these invoices processed.
Marty

PS Supporting documentation for agenda item.

From: "Steve Crain" <scrain@atlashall.com>
To: "Alan Yoder" <alan@superioralarms.com>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, June 19, 2013 4:20:13 PM
Subject: RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Please send the two signed originls to Martha Salazar at the Hidalgo County Purchasing Department. Thanks.

From: Alan Yoder [mailto:alan@superioralarms.com]
Sent: Wednesday, June 19, 2013 3:45 PM
To: 'Steve Crain'
Subject: RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Ok, Are you planning on getting it signed by the County Judge and would you like me to bring over 2 copies of it already signed on our side so that you can just return to us 1 copy?

Sincerely,

Alan Yoder, CET
President
CVI-20100609-1053112
Superior Alarms *(Established 1986)*
600 Ash Avenue
McAllen, Texas 78501
alan@superioralarms.com
www.superioralarms.com
956-682-6005 Office
956-213-1147 Fax
Put our 27 years of experience to work for you!
The information in this email may be confidential and/or privileged. This email is intended to be reviewed only by the individual or organization named above. If you are

 You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, and any use or disclosure of the information contained herein, is prohibited. If you have received this email in error, please immediately notify the sender by email or telephone and permanently delete this email from your system.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, June 19, 2013 3:14 PM
To: 'Alan Yoder'
Subject: RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

That works.

From: Alan Yoder [mailto:alan@superioralarms.com]
Sent: Wednesday, June 19, 2013 2:44 PM
To: 'Stephen L. Crain'
Subject: RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Steve,

This is the third and FINAL draft of the addendum.

Sincerely,

Alan Yoder, CET
President
CVI-20100609-1053112
Superior Alarms *(Established 1986)*
600 Ash Avenue
McAllen, Texas 78501
alan@superioralarms.com
www.superioralarms.com
956-682-6005 Office
956-213-1147 Fax
Put our 27 years of experience to work for you!
The information in this email may be confidential and/or privileged. This email is intended to be reviewed only by the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, and any use or disclosure of the information contained herein, is prohibited. If you have received this email in error, please immediately notify the sender by email or telephone and permanently delete this email from your system.

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, June 19, 2013 2:16 PM
To: alan@superioralarms.com
Subject: Addendum to Commercial Alarm Monitoring Agreement

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221

 You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

Atlas Hall Rodriguez

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

Atlas Hall Rodriguez **image001.jpg**
5 KB

 You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Welcome **Tanya** [Log Off]

Administration | RFQ | Reports | Shopping Cart | Help

Vendor Contract Information

Proposal Document | Back

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Vendors
Superior Alarms[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Construction Services Advisory

Vendor Name:	Superior Alarms
Address:	600 Ash Avenue McAllen, TX 78501
Phone Number:	(956) 682-6005
Email:	buyboard@superioralarms.com
Federal ID:	74-2420252
Contact:	Colin Ashburn
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Fire & Security Systems & Monitoring
Contract Description:	
Contract#:	401-12
Effective Date:	10/01/2012
Expiration Date:	09/30/2015
Payment Terms:	1%in 10/Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Shipping Point
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Contract Exceptions:	TX Dept of Pub Safety License for Security Contractor - Alarm Systems Co. (expires 3/31/20 State of Texas Fire Alarm Certificate of Registration (expires 11/14/2013)
Quote Reference Number:	401-12
Return Policy:	returns accepted on new parts within 30 days if in manufacturer's sealed box.
Regulatory Notice:	**BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be requi state or local law or policy. If required, it is the responsibility of each entity to obtain bonding and insurance or confirmation of coverage, as applicable, from the vendor.** **Also, each entity must assess their individual projects to determine whether the pro subject to prevailing wage rate requirements under the federal Davis Bacon Act or s or local law. If any such requirements apply, it is the responsibility of each entity to appropriate action to determine compliance by the vendor.** **The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive process that initially considers price in the procurement of professional services co under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal cont with a purchasing cooperative to purchase engineering or architectural services (Te Government Code, Section 791.011(h)). BuyBoard® contracts do not, and are not int to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever**

 You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.

Contact us 800-695-2919

 You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

Requisition

Req # 00239885

PO #

Date: 07/10/13

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: R. Diaz
956-318-2570

Contract No: BUYBOARD 325-09

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 325-09		
		DO NOT DUPLICATE ORDER		
6.00	MONTH	Central station monitoring fee @Elections Office 101 S. 10th Ave. Edinburg, Tx 78539 from 7/1/13-6/30/14	15.00	90.00
		Account No	Encumbrance	
		3-1100-414-00-130-001-0-413	90.00	
			Freight	.00
			Total	90.00
		DO NOT DUPLICATE ORDER		

Authorized By: _____

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
		Paul

SUBSCRIBER

Hidalgo County Elections Office
NAME
P.O. BOX 659
ADDRESS STREET SUITE/APT. NO
Edinburg Texas 78539
CITY STATE ZIP CODE

TEL. NO. ( ) ( )
FAX NO. ( ) S. S. NO.
TDL# Email

COMPANY

Superior Alarms
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 213-1179

LOCATION OF ALARM DEVICES

Physical Address 101 S. 10th Street City Edinburg State TX Zip
Directions to Subscriber's Location:

CONDITIONS MONITORED

☐ Fire ☐ Hold-up ☑ Burglar ☑ Panic ☑ Low Battery ☐ Medical ☐ Close ☐ Open ☐ Other

TYPE OF INSTALLATION

☐ Business ☐ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	Edinburg P.D.	( )
	Local Fire Department		( )
	Other		( )
	Other		( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		( )	( )	
2		( )	( )	
3		( )	( )	
4		( )	( )	
5		( )	( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:
☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken

Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance
Late Open Allowance
Late Close Allowance
Mailed to:

Activity Report ☐ Yes ☐ No ☐ Monthly

FEES • TERMS • PAYMENTS

INITIAL TERM: 3 yr 1 Year(s) Annual Fee $ 180.00 + tax

1 No. of payments equal payments of $ 180.00, each payable yearly on the 1 day of July - June, beginning July 1, 2013 and continuing regularly and yearly thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.
SUBSCRIBER MUST SIGN IN THREE PLACES

SIGNATURE OF SUBSCRIBER DATE

ACCEPTED:
By Title
Date
For Office Use Only Typed by Checked by

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By Date
Monitoring Information Entered By Date
Billing Information Completed By Date
Billing Information Entered By Date
Form Filed in Customer File By Date

Approved by:
Date

T S MOORE PRINTING 956.687.6868 5/11

TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

I. Introductory Provision

This Alarm Monitoring Agreement (hereinafter called this "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the front page of this Agreement.

II. Monitoring Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified" with a written list, in order of priority, of the names and telephone numbers (hereinafter called a "station" in the singular, and "stations" in the plural) of those responsible parties Subscriber designates Company notify (in sequence until contact is made) if Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm devices") located on the premises of Subscriber as described under heading "Location of Alarm Devices" on the front page of this Agreement (hereinafter called the "Premises"). Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition nor for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All changes and revisions to stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 5 days) after the notification is received by Company.

B. Company shall only monitor the occurrence of conditions and events marked under heading "Conditions Monitored" on the front page of this Agreement; and Company disclaims (and Subscriber accepts that Company is disclaiming) any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees only (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities (depending on the alarm condition reported) listed under heading "Local Authorities to Be Notified" on the front page of this Agreement by direct telephone call in the event the response received from the Subscriber's designated station so contacted is unsatisfactory in the sole discretion of Company (hereinafter, collectively, call the "Service"); provided, however that Company shall have absolute discretion to determine which appropriate local authorities are to be notified depending on the alarm condition reported; and further provided; and further provided that Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. This Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information required of Subscriber on the front page of this Agreement and shall have signed this Agreement in the two indicated places, (ii) an authorized agent of Company shall have signed this Agreement after completion of the information on the front page required of Subscriber, (iii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (iv) when the Installer (or other qualified individual) of the alarm devices on the Premises of Subscriber shall have sent an acceptable test signal received and acknowledged as acceptable by Company on the alarm devices of Subscriber which monitors the occurrence of Conditions Monitored.

III. Monitoring Service Fees and Renewal

A. For the Service required of Company under this Agreement, Subscriber agrees to pay Company the fee (hereinafter call the "fee") set forth under heading "Fees • Terms • Payments", on the front page of this Agreement in the manner likewise set forth on the front page of this Agreement. In the event any installment of the fee is not paid within 10 days after due, Company may impose and collect from Subscriber a delinquency charge of 5% of the matured amount or $5.00, whichever is more.

B. This Agreement shall be for the initial Term set forth in the heading "Fees • Terms • Payments" on the front page of this Agreement, and shall be automatically renewed for successive like periods of time thereafter on the same terms and conditions (except for the fee and method of payment thereof to Company) unless either Subscriber or Company shall have notified the other of its decision to the contrary at least thirty (30) days prior to the expiration of initial Term or the next renewal period of this Agreement, as applicable. If, for any renewed period after the Initial Term, Company shall determine an increase in the fee is appropriate, or a change in the method of payment is proper, Company shall notify Subscriber prior to the expiration of the period for cancellation of this Agreement, with respect to the next renewal period, and if this Agreement is not so canceled by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period and all subsequent renewal periods until again changed in accordance with this Agreement.

C. Subscriber shall be in default under this Agreement (i) if Subscriber shall fail to pay any installment of the fee within ten (10) days after due; (ii) if Subscriber shall fail to comply with any term, provision or covenant of this Agreement, other than the payment of installment of the fee, and shall not cure such failure within ten (10) days after written notice thereof to Subscriber, or (iii) to the extent permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion to, without any notice or demand whatsoever; (i) terminate this Agreement, discontinue the service to the Subscriber and recover then matured installments of the fee due from Subscriber and all other loss and damage with Company may suffer reason of such termination, including the cost of discontinuance of the Service to Subscriber or (ii) recover then matured installments of the fee due from Subscriber and continue the Service to Subscriber in which case, Company shall be entitled to recover, in addition to the matured installments of the fee due, the fees due under this Agreement for the continued Service. Pursuit by Company of any of the aforegoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

IV. Limitation on Liability

A. Company owns none of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof; and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. After written notice (stating an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm devices located on the Premises become so disabled or so substantially damaged that further Service to the Subscriber is reasonable impracticable. The Company has and assumes no liability for interruption of service due to strike, riots, floods, fires, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Company will not be required to supply Service to a Subscriber while interruption of Service is due to any such cause whether at the Premises or the monitoring location of Company. Since signals from alarm devices to company are usually received by means of the telephone system, Company shall not be responsible for interruption in Service due to any telephone or telephone service failure. The availability of Service and response times are, in the main, governed by the telephone system; and Company assumes no liability for delays caused by said system regardless of where such failure be located.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to alarm devices. Subscriber understands that local governments or entities may imposes fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE ALARM DEVICES ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto. If Company reasonably determines that the alarm devices of Subscriber are generating an excessive number of false alarms or emergency signals, Company may, after written notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or emergency signals. If Company determines in its sole discretion that excessive generation continues after such notice to Subscriber.

C. EVEN IF THE ALARM DEVICES OF SUBSCRIBER ARE TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the Service, except to the extent specified in Paragraph E, below. Subscriber acknowledges and agrees that Company is not an insurer and that the fee is not designed to provide insurance coverage. COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SERVICE WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR $250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

E. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, because of, among other things:

(1) the uncertain amount of value of a Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the Service is designed to detect or avert;

(2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by Company; and

(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER. EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OF GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR $250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE, COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

F. In the event any third party, including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party, makes any claim or commences any action against Company related in any manner to this Agreement or the Service regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph D and E of this Section.

G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTIRBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS. EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

ACKNOWLEDGMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

_____

SUBSCRIBER

V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement, in whole or in part, without any written consent of Subscriber. Subscriber hereby consents to and shall acknowledge every such assignment or subcontract as shall be requested by written notice given by Company to Subscriber. Subscriber further covenants and agrees that, (i) any such assignee or subcontractor shall have and be entitled to exercise any and all discretion, rights and powers of Company, under this Agreement, b ut such subcontractor's or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's (ii) after notice from Company to do so, Subscriber will perform all of his obligations under this agreement for the benefit of the subcontractor or assignee, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such subcontractor or assignee or to any other party designated by such subcontractor of assignee, notwithstanding any defense or claim of whatever nature, either by reason of breach of this Agreement or otherwise which Subscriber may not or hereafter have as against Company (Subscriber reserving his right to have recourse directly against Company on account of any such defenses or claims), and (iii) if Company shall fully assign its rights under this Agreement and give written notice thereof to Subscriber, then Company shall be released from and after the date of such Assignment of further responsibility under this Agreement (such provision not altering the provisions of clause (ii) afore) and, (iv) Subscriber shall execute and deliver to Company and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably require.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telex, telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical address indicated on the first page of this agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when receipted for by Subscriber or Company, as the case may be. All invoices by Company notifying Subscriber that an installment of the fee is due shall be mailed by first class mail, postage prepaid, to the billing address of Subscriber indicated in the introductory provision of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussions between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. Unless the content otherwise specifies or requires, the informational terms delineated, defined and amplified on the first page of this Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the hairs, personal representatives, successors and assigns of the parties hereto. This agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, matter or thing, "with or without cause" or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable, and any such refusal or exercises shall not be subject to appeal to or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company only if signed on the first page of this Agreement by a duly authorized representative of Company. This Agreement may only be altered or modified by a document in writing signed by both parties hereto.

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1147

We send the police there in a hurry!

June 18th, 2013

Addendum to Commercial Alarm Monitoring Agreement between the County of Hidalgo and Superior Alarms whether already existing or a new agreement after the date of this addendum.

1. The County of Hidalgo is allowed to terminate this Agreement at any time without cause on 30 days written notice to customer.

2. Paragraph IV. B. add to beginning of paragraph : "Any indemnity of Subscriber herein is limited to the extent Subscriber is allowed by law to indemnify or grant an indemnity,"

County of Hidalgo
2802 South Business Highway 281
Edinburg, Texas 78539
956-318-2626

_____

_____
Title

Superior Alarms
600 Ash Avenue
McAllen, Texas 78501
800-580-6001

_____
President

Zimbra **tanya.delira@co.hidalgo.tx.us**

Fwd: Here is a copy of the Buyboard site

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us>
Subject : Fwd: Here is a copy of the Buyboard site
To : Tanya De Lira <tanya.delira@co.hidalgo.tx.us>

Thu, Aug 08, 2013 02:58 PM
2 attachments

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "flor salazar" <f.salazar@superioralarms.com>
Cc: "Matilde Faz" <matilde.faz@co.hidalgo.tx.us>, "Darlene Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Tuesday, August 7, 2012 2:35:41 PM
Subject: RE: Here is a copy of the Buyboard site

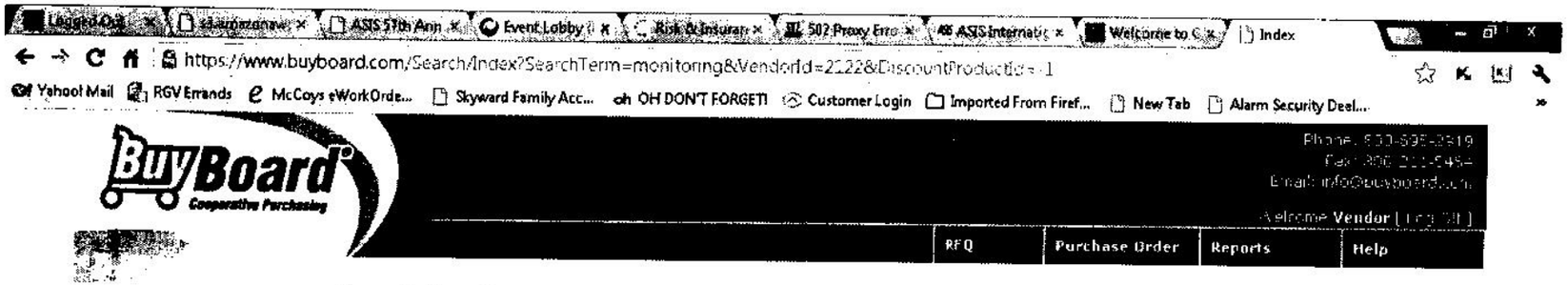
Ms. Flor:
We are receiving conflicting information. I attached a request for clarification to Ms. McAfee. Let's see what happens. In the meantime, could you give me the name of your legal counsel so that maybe I can facilitate a conference call and perhaps come to some compromises on the Superior Alarms agreement? I think this would be the best way to go.
Sincerely,
Marty S.

From: flor salazar [mailto:f.salazar@superioralarms.com]
Sent: Tuesday, August 07, 2012 12:23 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: FW: Here is a copy of the Buyboard site

From: Colin Ashburn [mailto:colin@sa1.co]
Sent: Tuesday, August 07, 2012 12:16 PM
To: 'flor salazar'
Cc: 'Alan Yoder'; sandi@superioralarms.com
Subject: Here is a copy of the Buyboard site

If you search for monitoring on their site under Superior Alarms, it clearly says an agreement is required. That agreement is the Sueprior Alarms Monitoring Agreement.

Thanks,
Colin



Search Results

Search:
monitoring
All
Vendor Discounts Only
Catalog Pricing Only

Vendors
Superior Alarms[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Search by Vendor

Browse Contracts

Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price	
Superior Alarms	Monthly Rate for Monitoring Security and Fire Systems with agreement.	N/A	$20.00	Hide Details

Extended Product Information

Reference Number:	325-09
Brand:	Various
Part Number:	Monitoring
Unit Measure:	EA
Pack Weight:	EA
Full Description:	Monthly Rate for Monitoring Security and Fire Systems with agreement.

Showing 1 to 1 of 1 entries

First Previous 1 Next Last

Contact us 800-695-2919

AI-40077 **Purchasing Department 9. D.**

CC CONSENT

Meeting Date: 08/20/2013

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

398th District Court:

Requesting authority to add 1 fax lan line to a previously approved 36-month copier (capital) lease agreement consent agenda on 3/26/2013 AI-37672 through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox Corporation contract number 985-L2 through requisition #236796 in the amount of $19.27. This agreement modifies the current copier lease with a total copier lease payment of $263.86/month.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	08/16/2013 05:22 PM

Form Started By: Matilde Faz Started On: 08/07/2013 01:54 PM

Final Approval Date: 08/16/2013

AI-40099 **Purchasing Department 9. E.**

CC CONSENT

Meeting Date: 08/20/2013

Submitted For: Martha L. Salazar Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of clarification for confirmation purposes of Lock-Box option for the selection of Schedule 1: County of Hidalgo Fee Schedule: item 4 Lock-Box Services Mailed Tax Payments of $0.35 per item, as discussed during the presentation process of Lone Star National Bank C-13-016-05-07.

BACKGROUND

Schedule 1 Document is part of the scanned Contract C-13-016-05-07. AI-38375.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-15-140-002-0-350

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

BUDGETARY IMPACT:

Funds availble as of 08/12/2013.

Attachments

Schedule1-C-13-016-05-07

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/08/2013 05:19 PM
Budget & Management	Obdett Calzada	08/09/2013 11:19 AM
Auditor's Office	Monica Badillo	08/16/2013 05:22 PM

Form Started By: Yolanda Velasquez Started On: 08/07/2013 04:07 PM

Final Approval Date: 08/16/2013

Schedule 1: County of Hidalgo Fee Schedule (March 2013).

1. supplies:	(checks, deposit slips, straps, night bags) (any supplies purchased by the County outside of bank vendors must meet quality standards as determined by the bank).	Bank Cost. at cost	
2. Night Deposit/Armor Car Bag work up:		$8.00	per bag/per day.
3. Cash Verification each bag		$0.30	per thousand of cash received strapped.
		$0.50	per thousand of cash received loose.
		$0.10	rolled coins per roll incoming/outgoing.
		$5.00	loose coins per bag.
		$7.00	Deposit correction.
		$15.00	Special Order/Same Day.
		$10.00	Late Change Order, per order.
		$25.00	Special Research Fee.
		$3.00	Per Pkg, Registered Receipt.
		$5.25	Courier receipt per delivery.
		$6.00	A standard Outgoing order.
For non Tax Assessor deposits, and deposits made by other departments	less than $5000 cash.	free	
	less than 20 checks.	free	
	over $5000 cash;	$8	per deposit, plus cash verification fee per thousand see above no. 3.
	over 20 checks.	$8	per deposit, plus cash verification fee per thousand.
4. Lockbox service mailed tax payments:	flat fee	$3,500	monthly Oct - Jan with annual pricing change
	or per item	0.35	cents per item.
5. Over the counter tax payments		0.35	cents per item. Annual pricing change.
6. Statements:	cutoff	$25.00	per statement.
	Imaged	$20.00	per statement per month.
	Imaged/original checks	$30.00	per statement per month.
	electronic web site	free	
	CD rom	$25.00	per cd rom, per account, per month.
7. debit items:	transit	$0.12	per item per account..
	on us.	$0.12	per item per account.
8. credit items.		$0.20	per item per account.
9. Daily courier of reports to County:	(no cash or negotiable inst).	$25.00	per location per trip.
10. NSF items.		$20.00	per item. Paid only if collected balances maintained in other accounts.
11. Stop payments:		$4.99	web based.
		$6.99	per stop payment phone or in person.
12.wire transfers:	outgoing	$15.00	per wire
	incoming.	$10.00	per wire. must have authorizations in place.
	electronic web	$5.00	per wire.
13. ACH :		$20.00	Monthly fee.
		$125.00	Cash Management set-up (one time.
		$10.00	ACH Transmission (per file).
		$3.00	Returns.
		$1.00	Notice of Change.
		$0.10	Per item (credit/debit).
		$0.05	Prenote (optional).
		$10.00	File reversal/deletion.
14. Electronic reconciliation service:		$25.00	per recon.
15. ATM & Debit Card	ATM or VISA Card□Replacement	$5.00	
	ATM or VISA Card Re- Pinning	$5.00	
	ATM or VISA Card□Monthly Handling	$1.00 (max of $2.00 fee per acct, per month will charged)	
	VISA Debit Card International transaction fee	2% of purchase	
16. Stop Payments	Per Item	$4.99	web based.
		$6.99	per stop payment phone or in person.
	Range of Checks	$25.00	
17. Return Item Fee	Returned Item Fee- Returned Unpaid	$20.00	
	Overdraft Item Fee- Paid	$20.00	
	Overdraft Balance Annual Percentage Rate (APR)	17.50%	
	Overdraft Item Fee*	$35.99	
18. Internet Banking & Bill Pay	Internet Banking	No Charge.	
	Unlimited Bill Pay	No Charge.	
	Internet Banking Re- Activation Fee	$3.00	
	Internet Banking Re-Set Password/PIN	$3.00	

AI-40108 **Purchasing Department 9. F.**

CC CONSENT

Meeting Date: 08/20/2013

Submitted For: Hon. Joe Flores, Pct. #3 Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:
1. Invoice No. 11324492-$2,117.76 "Tom Gill/Liberty Road Project"-C-12-246-10-16;
2. Invoice No. 11324496-$3,300.00 "La Homa"-C-08-031-02-12;
3. Invoice No. 11324501-$10,613.00 "La Homa ROW-WA#1 Limits SH 495 to FM 1924";
4. Invoice No. 11324505-$5,850.00 "Mile 2 WA#1 Moorefield Rd West to SH 364";
5. Invoice No. 11324506-$2,959.20 "Mile 2 N. WA#2 Inspiration to Moorefield Rd"

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-123-100-0-731/841

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

BUDGETARY IMPACT:

PO 683229-Tom Gill/Liberty

PO# 683229 available balance as of 8-16-13 $85,515.29
By Object Code
731 $53,019.47
841 $32,495.82

FISCAL YEAR: 2013 ACCT. #: 3-1336-431-00-123-045-0-731

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

BUDGETARY IMPACT:

PO 600650-La Homa

PO# 600650 available balance as of 8-16-13 $3,300.00

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-123-045-0-841

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

BUDGETARY IMPACT:

PO 671613-La Homa ROW

PO# 671613 available balance as of 8-16-13 $189,540

FISCAL YEAR: 2013 ACCT. #: 3-XXXX-431-00-123-094-0-731

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

BUDGETARY IMPACT:

PO 663265-MILE 2 WA#1

PO# 663265 available balance as of 8-16-13 $211,092.39
By fund
1342 $198,577.75
1200 $ 12,514.64

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-123-099-0-841

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

BUDGETARY IMPACT:

PO 672761 MILE 2 N. WA#2

PO# 672761 available balance as of 8-16-13 $74,338.39

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/15/2013 03:47 PM
Budget & Management	Obdett Calzada	08/15/2013 03:51 PM
Manuel Chapa	Manuel Chapa	08/16/2013 02:58 PM
Auditor's Office	Monica Badillo	08/16/2013 05:22 PM

Form Started By: Rocio Villarreal Started On: 08/07/2013 05:06 PM

Final Approval Date: 08/16/2013

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324505
INVOICE DATE: 07/31/13

SIGN:
REQ# 200883
PO# 663265

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 110501
Mile 2 WA#1
Moorfield Rd West to SH364
P.O.#663265

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of July 2013.						
13002-ROW Mapping	14,200.00	14,200.00		14,200.00	100.0	
13003-Utility Adjust	45,878.34	41,290.51		41,290.51	90.0	4,587.83
13020-ROW Map/Sub	27,000.00	27,000.00		27,000.00	100.0	
15001-Rdwy Dsgn Srvy	21,600.00	21,600.00		21,600.00	100.0	
15005-Outfall Survey	15,000.00	15,000.00		15,000.00	100.0	
15010-Field Srvy/Sub	15,300.00	15,300.00		15,300.00	100.0	
16001-Rdwy Dsg-PS&E	73,500.00	66,150.00		66,150.00	90.0	7,350.00
16101-Hydro Map	30,000.00	27,000.00		27,000.00	90.0	3,000.00
16201-Signing	11,329.30	10,536.25		10,536.25	93.0	793.05
16202-Pavement Mrkng	6,323.80	5,691.42		5,691.42	90.0	632.38
16250-Signal Dsg/Sub	12,974.89	4,933.55		4,933.55	38.0	8,041.34
16304-Irrig Design	15,000.00	13,500.00		13,500.00	90.0	1,500.00
32002-Const Mgmt	72,000.00				0.0	72,000.00
60000-Row Acq. Admin	58,500.00	46,800.00	5,850.00	52,650.00	90.0	5,850.00
60100-Title Services	5,400.00				0.0	5,400.00
60200-Appraisal Srv	6,300.00				0.0	6,300.00
60220-Appraisal/Sub	18,000.00				0.0	18,000.00
60300-Appraisal Rvw	3,150.00				0.0	3,150.00
60330-Appr. Rev/Sub	4,050.00				0.0	4,050.00
60400-Parcel Negtion	32,400.00				0.0	32,400.00
60500-Clsng Srvs Fee	2,700.00				0.0	2,700.00
TOTALS:	490,606.33	309,001.73	5,850.00	314,851.73	64.2	175,754.60
13002-ROW Mapping	2,095.00	2,095.00		2,095.00	100.0	
13020-ROW Map/Sub	6,000.00	6,000.00		6,000.00	100.0	
16307-Utilities	19,097.90	17,188.11		17,188.11	90.0	1,909.79
60000-Row Acq. Admin	5,778.00				0.0	5,778.00
60100-Title Services	1,200.00				0.0	1,200.00
60200-Appraisal/Sub	1,400.00				0.0	1,400.00
60220-Appr. Serv/Sub	4,000.00				0.0	4,000.00
60300-Appraial Rvw	700.00				0.0	700.00
60330-Appr. Rev/Sub	900.00				0.0	900.00
60400-Parcel Negtion	13,000.00				0.0	13,000.00

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324505
INVOICE DATE: 07/31/13
PAGE: 2

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 110501
Mile 2 WA#1
Moorfield Rd West to SH364
P.O.#663265

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
60500-Closing Serv	600.00				0.0	600.00
TOTALS:	545,377.23	334,284.84	5,850.00	340,134.84	64.2	205,242.39

ORIGINAL CONTRACT SUM	$	490,606.33
CHANGE BY CHANGE ORDER	$	54,770.90
CONTRACT SUM TO DATE	$	545,377.23
TOTAL COMPLETED TO DATE	$	340,134.84
LESS PREVIOUS INVOICES	$	334,284.84
CURRENT PAYMENT DUE	$	5,850.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 8/1/13
GOODS/SERVICES RECEIVED BY
_____ ON 7/31/13

3-1342-431-00-127-094-0-731

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324492
INVOICE DATE: 07/31/13

SIGN: [signature]
REQ# 224683
PO# 683229

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 120801
Tom Gill/Liberty Road Project
WA#1 - P.O.# 683229
C-12-246-10-16

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of July 2013.						
11005-Pre Comp Util	32,232.54	32,232.54		32,232.54	100.0	
11006-Design Schem	263,416.43	260,782.27		260,782.27	99.0	2,634.16
11007-Prelim ROW	27,568.65	27,568.65		27,568.65	100.0	
12001-EA Reports	95,024.83	66,517.38		66,517.38	70.0	28,507.45
12002-Pub Involvment	37,579.61	37,579.61		37,579.61	100.0	
12008-Engr/Pub Mtgs	20,005.84	20,005.84		20,005.84	100.0	
12009-Engr/Pub Hear	12,593.28				0.0	12,593.28
12070-Arch & Hist	41,780.40		2,117.76	2,117.76	5.1	39,662.64
16101-Hydro Map	37,568.78	37,568.78		37,568.78	100.0	
TOTALS:	567,770.36	482,255.07	2,117.76	484,372.83	85.3	83,397.53

ORIGINAL CONTRACT SUM	$	567,770.36
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	567,770.36
TOTAL COMPLETED TO DATE	$	484,372.83
LESS PREVIOUS INVOICES	$	482,255.07
CURRENT PAYMENT DUE	$	2,117.76

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
[signature] ON 8/1/13
GOODS/SERVICES RECEIVED BY
Comm Flow ON 7/31/13

3-1342-431-00-123-100-0731

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324501
INVOICE DATE: 07/31/13

SIGN: Carlos M. Flores
REQ# 211011
PO# 671613

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 120101
La Homa ROW - WA#1
Limits: SH495 to FM 1924
PO#671613

Engineering services for the month of July 2013.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
32001-Const Mgmt	108.000.00				0.0	108.000.00
60000-Row Acq. Admin	329.000.00	329.000.00		329.000.00	100.0	
60100-Title Services	42.000.00	42.000.00		42.000.00	100.0	
60200-Appraisal Srv	49.000.00	49.000.00		49.000.00	100.0	
60220-Appraisal Srv	140.000.00	140.000.00		140.000.00	100.0	
60300-Appraisal Rvw	24.500.00	24.500.00		24.500.00	100.0	
60330-Appraisal Rev	31.500.00	31.500.00		31.500.00	100.0	
60400-Parcel Negtion	245.000.00	174.300.00	9.800.00	184.100.00	75.1	60.900.00
60500-Clsng Srvs Fee	14.000.00	3.160.00	813.00	3.973.00	28.4	10.027.00
TOTALS:	983.000.00	793.460.00	10.613.00	804.073.00	81.8	178.927.00

ORIGINAL CONTRACT SUM	$	983.000.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	983.000.00
TOTAL COMPLETED TO DATE	$	804.073.00
LESS PREVIOUS INVOICES	$	793.460.00
CURRENT PAYMENT DUE	$	10.613.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
NDC ON 8/1/13
GOODS/SERVICES RECEIVED BY
Carlos Flores ON 7/31/13

3-1342-431-00-123-045-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324496
INVOICE DATE: 07/31/13

SIGN: _____
REQ# 128644
PO# 600650

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 080301
La Homa

P.O. Box 607
Mission, TX 78572

Contract# C-08-031-02-12
PO# 600650

THIS IS THE FINAL INVOICE FOR THIS PROJECT.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
11006-Dsgn Schematic	157,500.00	157,500.00		157,500.00	100.0	
12002-EA Reports	55,000.00	55,000.00		55,000.00	100.0	
12003-Public Invmt	25,000.00	25,000.00		25,000.00	100.0	
12020-EA. Report/Sub	20,000.00	20,000.00		20,000.00	100.0	
13001-Prelim ROW	10,000.00	10,000.00		10,000.00	100.0	
13010-Prelim ROW/Sub	10,000.00	10,000.00		10,000.00	100.0	
15001-Design Srvy	26,000.00	24,700.00	1,300.00	26,000.00	100.0	
15010-Desgn Srvy/Sub	40,000.00	38,000.00	2,000.00	40,000.00	100.0	
15020-Rdwy Dgn/Sub	4,150.00	4,150.00		4,150.00	100.0	
16001-Rdwy Design	267,350.00	267,350.00		267,350.00	100.0	
16101-Drainage	116,000.00	116,000.00		116,000.00	100.0	
16207-Sgn.Pvmt.Markg	24,200.00	24,200.00		24,200.00	100.0	
16250-Iso Signal/Sub	52,000.00	52,000.00		52,000.00	100.0	
16260-Sign Warr/Sub	5,800.00	5,800.00		5,800.00	100.0	
16302-Traf Cntrl Pln	75,600.00	75,600.00		75,600.00	100.0	
16304-Irrigation	31,500.00	31,500.00		31,500.00	100.0	
16306-Qty Specs	18,900.00	18,900.00		18,900.00	100.0	
16307-Utilities	63,000.00	63,000.00		63,000.00	100.0	
16400-Contract Mgmt	31,500.00	31,500.00		31,500.00	100.0	
TOTALS:	1,033,500.00	1,030,200.00	3,300.00	1,033,500.00	100.0	0.00

ORIGINAL CONTRACT SUM	$	1,033,500.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,033,500.00
TOTAL COMPLETED TO DATE	$	1,033,500.00
LESS PREVIOUS INVOICES	$	1,030,200.00
CURRENT PAYMENT DUE	$	3,300.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY _____ ON 8/2/13

GOODS/SERVICES RECEIVED BY Comm Flow ON 7/31/13

3-1336-431-00-123-045-0-731

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324506
INVOICE DATE: 07/31/13

SIGN:
REQ# 21232
PO# 672761

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 120102
Mile 2 N. WA#2
Inspiration to Moorefield Rd
PO#672761

Engineering services for the month of July 2013.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
13002-ROW Mapping	27,500.00	27,500.00		27,500.00	100.0	
13003-Utility Adjust	57,700.00	51,930.00		51,930.00	90.0	5,770.00
13020-ROW Map/Sub	18,000.00	18,000.00		18,000.00	100.0	
15001-Rdwy Dsgn Srvy	6,700.00	6,700.00		6,700.00	100.0	
15005-Outfall Survey	15,000.00	15,000.00		15,000.00	100.0	
15010-Rdwy Dsgn/Sub	9,700.00	9,700.00		9,700.00	100.0	
16001-Rdwy Dsg-PS&E	40,000.00	36,000.00		36,000.00	90.0	4,000.00
16102-Hydro Design	24,467.42	22,020.68		22,020.68	90.0	2,446.74
16201-Signing	17,645.01	16,409.86		16,409.86	93.0	1,235.15
16202-Pavement Mrkng	14,344.06	12,909.65		12,909.65	90.0	1,434.41
16205-Signal Design	10,000.00	6,594.98		6,594.98	65.9	3,405.02
16270-Flsh Beacn/Sub	6,487.45	2,466.78		2,466.78	38.0	4,020.67
16304-Irrig Design	25,000.00	22,500.00		22,500.00	90.0	2,500.00
60000-Row Acq. Admin	29,592.00	23,673.60	2,959.20	26,632.80	90.0	2,959.20
60100-Title Services	3,600.00	3,600.00		3,600.00	100.0	
60200-Appraisal Srv	4,200.00				0.0	4,200.00
60220-Appraisal/Sub	12,000.00				0.0	12,000.00
60300-Appraisal Rvw	2,100.00				0.0	2,100.00
60302 Aprasal Update	408.00				0.0	408.00
60330-Appr. Rev/Sub	2,700.00				0.0	2,700.00
60400-Parcel Negtion	21,000.00				0.0	21,000.00
60500-Clsng Srvs Fee	1,200.00				0.0	1,200.00
TOTALS:	349,343.94	275,005.55	2,959.20	277,964.75	79.6	71,379.19

ORIGINAL CONTRACT SUM	$	349,343.94
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	349,343.94
TOTAL COMPLETED TO DATE	$	277,964.75
LESS PREVIOUS INVOICES	$	275,005.55
CURRENT PAYMENT DUE	$	2,959.20

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
ON 8/2/13

GOODS/SERVICES RECEIVED BY
ON 7/31/13 3-1342-431-00-123-097-0-841

AI-40173 **Purchasing Department 9. G.**

CC CONSENT

Meeting Date: 08/20/2013

Submitted For: Hon. Lupe Trevino, HC Sheriff Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Sheriff's Office:

Requesting authority to enter into a 36-month new copier (capital) lease through our membership/participation with (TPASS) Texas Procurement and Support Services awarded vendor, Xerox Corporation contract 985-L2 with authorized dealer Dahill for use at the New Hidalgo County Sheriff Sub-Station located in Precinct #1 through the following requisitions: 241463 and 241465.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-280-001-0-601/780

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

BUDGETARY IMPACT:

Funds available as of 8/15/2013, please Ref. Requisitions # 241463 and 241465.

Attachments

Xerox Req 241463

Xerox Req 241465

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/15/2013 03:54 PM
Budget & Management	Obdett Calzada	08/15/2013 03:57 PM
Obdett Calzada	Obdett Calzada	08/15/2013 04:36 PM
Auditor's Office	Monica Badillo	08/16/2013 05:22 PM

Form Started By: Tanya Delira Started On: 08/13/2013 01:59 PM

Final Approval Date: 08/16/2013

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00241463
PO #
Date: 08/08/13

Bill To: x
x

Vendor: 42129
XEROX CORPORATION
P.O. BOX 731892
DALLAS TX 75373-1892

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MYRA MONTOYA
956-393-6024

Contract No: SMARTBUY 985-L2

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		XEROX COMPANIES: DAHILL SHERIFF'S NEW SUBSTATION TPAS TERM CONTRACT# 985-L2 DO NOT DUPLICATE ORDER		
4.00	MONTH	NEW 36 MONTH LEASE FOR COPY MACHINE, 98513440011 XEROX W5875APT COPY/PRINT/COLOR SCANNING W/FINISHER	.00	.00
4.00	MONTH	NEW 36 MONTH LEASE, 98513440029	310.31	1,241.24
1.00	LOT	INCLUDES: 480,000 COPIES PER YEAR W/OVERAGES BILLED AT $0.0039	50.00	50.00
		Account No	Encumbrance	
		3-1100-421-00-280-001-0-601	50.00	
		3-1100-421-00-280-001-0-780	1,241.24	
			Freight	.00
			Total	1,291.24
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

dahill

A Xerox Company

TPASS CONTRACT 985-L2

Baldomero Gonzalez

1431 W. Polk Avenue
Pharr, TX 78577
Phone: 956-283-8800
Main Fax: 956-787-6700
Cell 956-792-6502
Contact:: Baldomero Gonzalez
bgonzalez@dahill.com

August 2, 2013

xerox

HIDALGO SHERIFF'S DEPARTMENT
TPASS-985-L2

Xerox W5875APT

36 Month Lease (Includes svc & supplies)$310.31 x 36 = ...$11,171.16

Includes 480,000 B/W copies per year, overages billed at $0 039 per copy

August 9 2013

dahill
A Xerox Company

dahill

A Xerox Company

Xerox W5875APT

75 PPM B/W

TPASS CONTRACT 985-L2

98513440011	Copy/Print/Color Scanning/Office Finisher	0.00
98513440029	36 Month Lease	$310.31
Includes 480,000 B/W copies per year overages@0.0039 each		
98513440037	36 Month Lease	$350.31
Includes 720,000 B/W copies per year overages@0.0039 each		
98513440045	36 Month Lease	$396.61
Includes 960,000 B/W copies per year overages@0.0039 each		
98513440094	Single Line Fax	$14.19
98513440150	3 Hole Punch	$02.10

xerox

WorkCentre®
5865 / 5875 / 5890
Tabloid-size
Black and-white
Multifunction Printer



Xerox® WorkCentre®
5865/5875/5890
Multifunction Printer

Superior productivity through leading-edge simplicity.

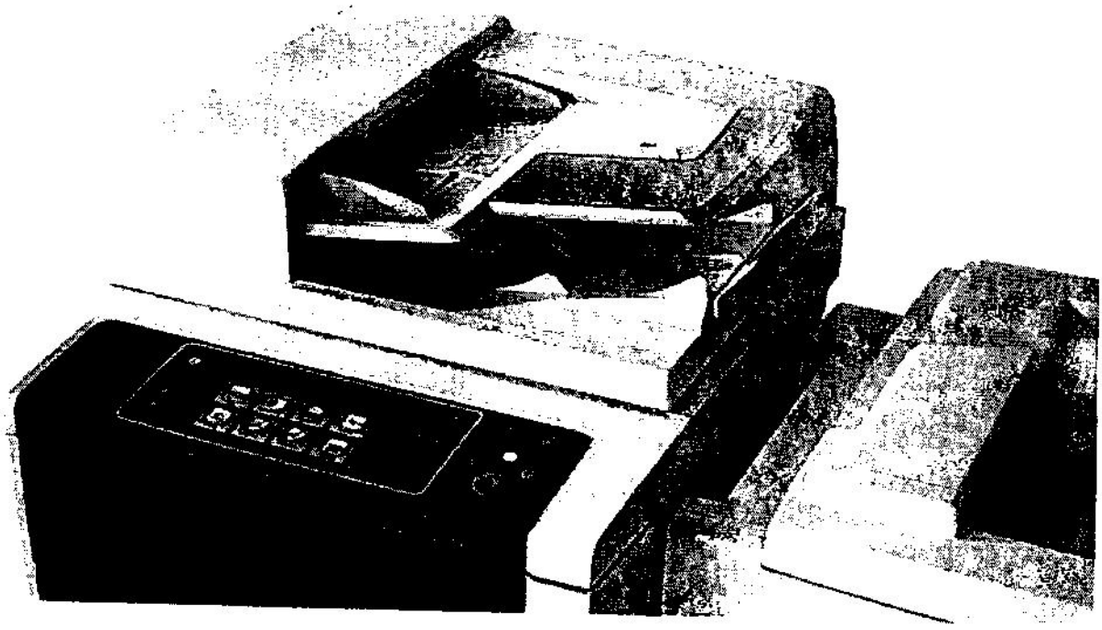
xerox



Empowering a higher level of productivity requires a new mindset. You need an office technology solution that simply gets it done, behind the scenes, and frees your staff to work the way they want while focusing on the work that really matters.

You need a new kind of simplicity that streamlines department level workloads, plus the advanced capabilities that enable your team to work more cost effectively, more securely, and with greater flexibility.

You'll find that solution and more in Xerox® ConnectKey® Workcentre® 5945/5955/6605.

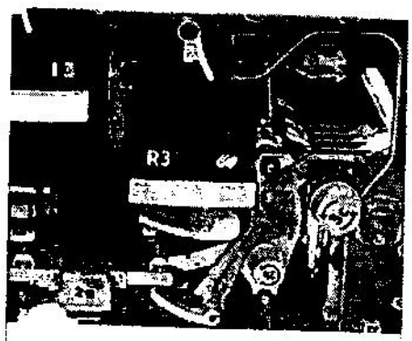


A new way of working.

Large workgroups succeed because they're productive, flexible and reliable.

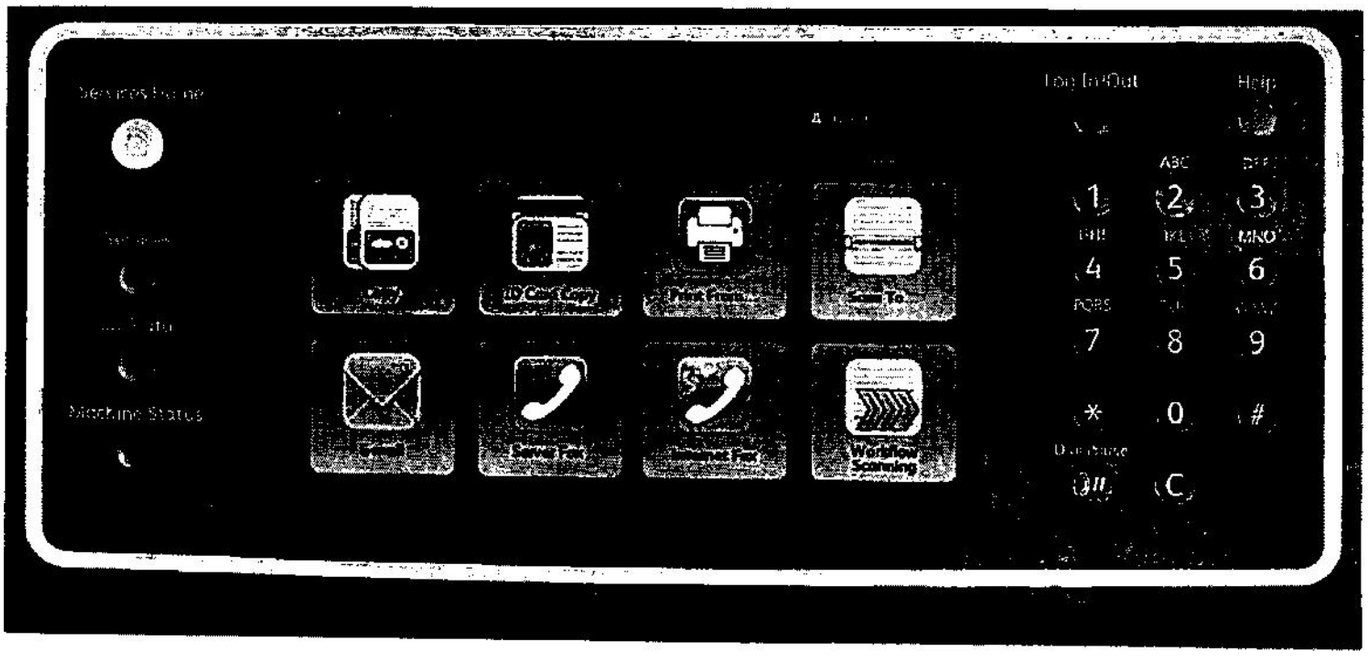
You need an office technology solution that matches those strengths. Which is why we designed the WorkCentre 5865/5875/5890 with a powerful mix of features and capabilities that handle your heavy workload in ways you never imagined.

- **Great features – your choice of speeds.** With fast copying and printing – up to 65, 75 or 90 ppm – there's more than enough speed to meet your department-level workload. But if your business demands workgroup productivity, consider the fast but lower-speed models in the WorkCentre 5800 series family: the WorkCentre 5845 or 5855, for great performance up to 55 ppm.
- **Scanning at up to 200 images per minute.** Single-pass color scanning enables faster electronic distribution of full-color documents for more effective and impressive communications.
- **Single touch scanning.** Use the Single Touch Scan feature to create a dedicated, easy-to-locate scan button directly on the color touch screen interface. Assign the Single Touch Scan button its own scanning workflow for fast document distribution and archiving.
- **Higher paper capacity,** more flexibility. Print more for longer with a total paper capacity of up to 8,700 sheets. Multiple finishing options, from basic to advanced, give you the flexibility your workload requires.
- **Exceptional print and copy quality.** With superior fine-line definition, shadows and highlights, your copies truly look like the original.
- **Walk-up simplicity.** Print from and scan to any USB memory device for faster document delivery when you're not at your computer.
- **Your print job, your priority.** The Print Around feature eliminates extended printing delays by holding a job in need of resources (such as a different paper size) and printing the next job in the queue.
- **Customize your solutions.** Extensible Interface Platform® (EIP) Serverless technology allows creation of applications to run on ConnectKey MFPs without the need for additional IT infrastructure. This allows you to simplify and personalize the usability of your device with a range of capabilities from support applications to scanning.



Illuminated Paper Path

The WorkCentre 5865/5875/5890 features an illuminated paper path, which makes user access even easier



The new standard of simplicity.

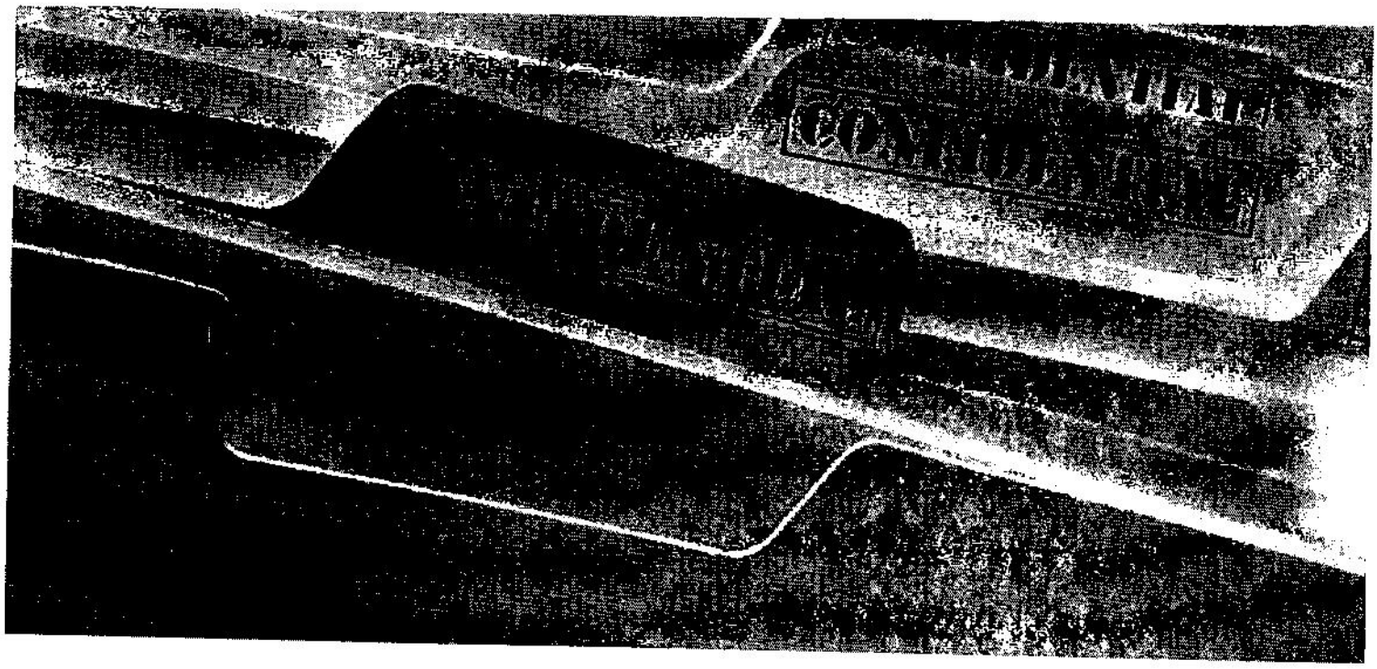
When office life is simpler, large workgroups function more efficiently and excel at the work that really matters. But you need the right tools to help you get there. Rest assured, the WorkCentre 5865/5875/5890 turns complexity into a higher level of simplicity with a solution that works the way you do.

Conservation Built-in

Get a powerful multifunction printer that includes a number of environmental features.

- Power save with quick start-up conserves electricity during downtime while keeping the device ready for action.
- Full compliance with the EU Restriction of Hazardous Substances (RoHS) Directive, Environmental Choice and the stringent ENERGY STAR® TEC Version 1.2 standards.
- Multiple print settings are available that allow for reduced impact on the environment. Options include default two-sided printing, proof print, printing on recycled paper and draft mode
- Our innovative Earth Smart print driver settings let you select the most environmentally conscious print options.

- **Leading-edge color touch screen user interface.** Provides the comfortable look and feel Xerox is known for and features bright, intuitive icons and easy access to all major functions directly from the home screen.
- **Less user intervention means less downtime.** Our new, more efficient toner lasts longer and can be replaced quickly by any user and provides superior image quality.
- **A help desk at your fingertips.** Get quick, easy, step-by-step troubleshooting assistance – like tips for sending a scan via email – with embedded help videos right on the user interface.
- **A truly universal print driver.** Xerox® Global Print Driver® (X-GPD) lets IT administrators install, upgrade and manage Xerox® and non-Xerox® devices from a single driver. It provides a consistent, easy-to-use interface for end-users, reducing the number of support calls, and simplifying print services management.
- **Advanced copy and print features.** The WorkCentre 5865/5875/5890 greatly simplifies everyday office tasks, providing plenty of support for specialized print applications including Annotation, Bates Stamping, ID Card Copy, tab print capability and page-level programming.
- **Consistent user experience.** The WorkCentre 5865/5875/5890 features the same controller technology as our other latest-generation tabloid-size multifunction printers, making users more comfortable operating the devices because of their common look and feel. For more information about our groundbreaking Xerox® ConnectKey™ Controller technology, visit www.office.xerox.com/connectkey.



Don't risk your sensitive information.

Working at peak performance means nothing if the data that's critical to the success of your business isn't fully safeguarded. And network multifunction devices are potential points of entry for malicious activities. That's why the WorkCentre® 5865/5875/5890 boasts the most complete range of advanced features, technologies, and solutions from security-industry leaders that ensure comprehensive, 24/7 protection.

- **Protect your confidential information.** Safeguard all sensitive data with encrypted PDF files for scanning; hard drive encryption, compliant with the 256-bit AES FIPS 140-2 standard; and Image Overwrite with a 3-pass scrub process to ensure total deletion of all data fragments.
- **Prevent unauthorized Access.** Permit only authorized users to access the device with Xerox® user permissions, network authentication, IP filtering, and smart card, role-based and function-level login.
- **Manage threats proactively.** As new threats emerge, Xerox proactively monitors security clearinghouses for new vulnerabilities and provides patches when necessary, ensuring your equipment stays current and your data is kept safe. Plus, you can receive up-to-the-minute updates via RSS feeds and stay informed via www.xerox.com/security.
- **Stay compliant with regulations.** WorkCentre 5865/5875/5890 devices comply with the latest security standards across industries, including government, finance and healthcare. These include Common Criteria (pending), HIPAA, Data Protection Act, COBIT and more. These devices can conform to any standard, with controls available to match your needs.
- **Gain complete visibility.** Prevent IP theft and ensure non-repudiation by having total visibility into the device and network. With security policy management and tracking of all activity on the device with Audit Log, you can know who accessed what, and when.

McAfee · cisco

Powerful Partnerships

Xerox® ConnectKey™ MFPs include McAfee® technology integration, resulting in the industry's first lineup of multifunction printers that protect themselves from potential outside threats. McAfee's whitelisting technology ensures only safe, pre-approved files or functions are executed on your devices, minimizing the need to manually update software levels against new security threats. Also, seamless integration with the Xerox® MPS toolset and McAfee ePolicy (ePO) allows for easy tracking and monitoring.

Plus, automatic Cisco® TrustSec Identity Services Engine (ISE) integration provides comprehensive visibility of all ConnectKey MFPs' endpoints to enforce IT-centric security policies and compliance.



Real business for the real world.

Today's pace of business requires anytime, anywhere access to the technology that makes your work easier. You need a real-world solution that bridges the gap between workplace productivity and the tasks that have to get done beyond your office walls. Our mobile solutions empower today's professionals to get real work done in the office and on the go, providing the freedom and flexibility to keep pace with the demands of your business – wherever it takes you.



Remote Control Panel

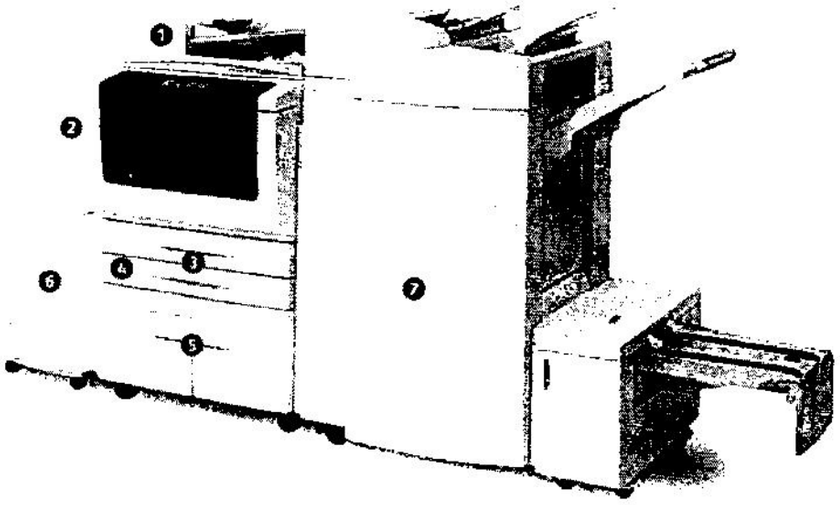
Remotely and securely operate the WorkCentre 5865/5875/5890 control panel from any office PC as though you were standing at the device. The Remote Control Panel allows IT staff to remotely view and control the user interface and makes it easier and more convenient to train users. And during a remote session, walk-up users are notified at the device to prevent simultaneous system changes. Plus, advanced print drivers and free device management tools let you remotely monitor real-time performance and available resources for greater uptime.

The Freedom of Uninhibited Mobility

Whether at work or working away, the WorkCentre® 5865/5875/5890 provides powerful, helpful technologies with barrier free accessibility. Now, office staff can control device functions from any workstation, while mobile professionals stay connected to the communications tools and productivity solutions offered by the WorkCentre 5865/5875/5890 – for more flexibility, anywhere.

- **Optional Wi-Fi connectivity.** Administrators can connect the WorkCentre 5800 series devices anywhere, without the need for network cabling.

- **Xerox® Mobile Print, and more.** Take the mystery and anxiety out of wireless and mobile device printing. Xerox has all the options to enable secure, accurate printing from most mobile devices, to any printer or multifunction printer, regardless of brand. Get industry-leading accuracy when printing native PowerPoint®, Word® and other standard files. Plus, Xerox offers IT-friendly optional capabilities such as PIN code access, multiple mobile operating systems and more. Whether offsite or onsite, learn more about why Xerox is the only choice for today's mobile professionals by visiting www.xerox.com/mobile



WorkCentre 5800 Series Optimized for:



Paper Input

❶
Single-pass Automatic Document Feeder scans documents as fast as 200 images per minute.

❷
100-sheet Bypass Tray handles heavy paper up to 80 lb. cover.

❸
Two 500-sheet universal trays are adjustable up to 11 x 17 in.

❹
Optional Envelope Kit (replaces Tray 2) provides trouble-free feeding of 50 envelopes.

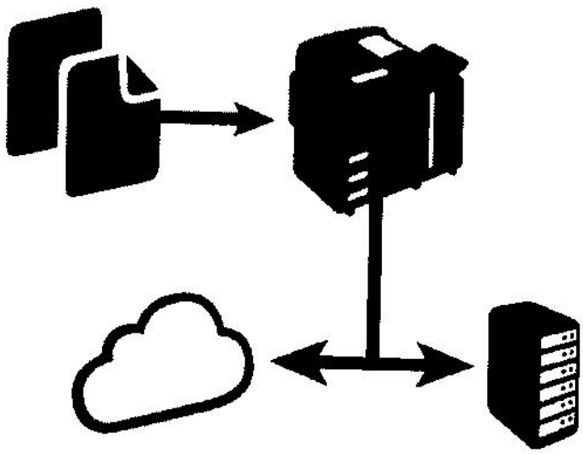
❺
High Capacity Tandem Tray holds a total of 3,600 sheets of letter-size paper.

❻
4,000-sheet letter-size High Capacity Feeder (optional) can increase total capacity to 8,700 sheets. Or add the 2,000-sheet Short-Edge Kit in either letter/legal size or 11 x 17 in. size.

Finishing Options

❼
Multiple finishing options let you add the capabilities that are right for individual workgroups. Choose basic features like staple and hole punch, or advanced capabilities to produce paginated, saddle-stitched and folded booklets and Z and C-folded brochures.





Extend Your Possibilities

Whether scanning and managing documents on your office network or a hosted cloud on the Internet, you can access scan workflow solutions right from any WorkCentre 5865/5875/5890 thanks to the power of Xerox® Workflow Solutions, built on the Xerox® EIP® platform. These are just a few of the many examples of Xerox® Workflow Solutions*:

- **Xerox® ConnectKey™ for SharePoint®.** Scan files directly into MS® SharePoint® and other Windows® folders. Plus, you'll go beyond basic file storage and PDF creation by automatically converting documents to intelligent, structured data with easy file naming and routing tools.
- **Xerox® ConnectKey Share to Cloud.** Our cloud-based scanning solution provides easy, secure, scalable scanning to popular cloud-based repositories such as Google Docs, SalesForce.com, Office 365 and Dropbox™, using custom-designed workflows that leverage our Xerox® EIP technology. Learn more about Xerox® Workflow Solutions at www.office.xerox.com/software-solutions.

* Optional solutions may vary by geography.

Xerox® WorkCentre® 5865/5875/5890

ConnectKey™ MFP

WorkCentre 5800 series multifunction systems are powered by the Xerox® ConnectKey™ Controller. These simple-to-implement systems give you real, practical solutions that easily streamline how you communicate, process and share important information, simplify complex paper-driven tasks, and drive down costs while keeping your data secure. For more information, go to **www.xerox.com/connectkey**.

Device Specifications		WorkCentre 5865	WorkCentre 5875	WorkCentre 5890
Speed		Up to 65 ppm	Up to 75 ppm	Up to 90 ppm
Duty Cycle[1]		Up to 250,000 pages / month	Up to 300,000 pages / month	Up to 400,000 pages / month
Hard Drive / Processor / Memory		160 GB / 1 GHz Dual-core / 2 GB		
Connectivity		10/100/1000Base-T Ethernet, High-Speed USB 2.0 direct print, Optional Wi-Fi (with Xerox® USB Wireless Adapter)		
Controller Features		Unified Address Book, Remote Control Panel, Online Support, Configuration Cloning		
Copy and Print				
Copy and Print Resolution		Up to 600 x 600 dpi input / 4800 x 600 dpi interpolated output		
First-print-out Time (as fast as)		6.2 seconds		
First-copy-out Time (as fast as)		2.9 seconds from the Platen / 5.9 seconds from the Automatic Document Feeder		
Page Description Languages		Adobe® PostScript® 3™, PDF, PCL® 5c / PCL 6 emulations, HP-GL2™, XML Paper Specification (XPS®) (Optional)		
Print Features		Print from USB, Earth Smart Driver Settings, Job Identification, Booklet Creation, Store and Recall Driver Settings, Bi-directional Status, Scaling, Job Monitoring, Xerox® PrintBack		
Mobile Printing		Xerox® Mobile Print (Optional), Xerox® Mobile Print Cloud (Optional)		
Scan	Standard	Scan to Network, Scan to Email, Scan to Folder, Scan to SMB or FTP, Text Searchable PDF, PDF/A, XPS, Linearized PDF, JPEG, TIFF, Scan to USB Memory Device, Single-touch Scanning, TWAIN Support		
	Optional	ConnectKey for SharePoint®, ConnectKey Share to Cloud, Xerox® Scan to PC Desktop® SE and Professional, numerous solutions available through various Xerox® Business Innovation Partners		
Fax	Standard	Internet Fax, Fax Build Job, Network Server Fax Enablement (solutions available through various Xerox® Business Innovation Partners)		
	Optional	Fax Forward to Email or SMB, Walk-up Fax (one-line and two-line options, includes LAN Fax)		
Security	Standard	McAfee® Embedded, McAfee ePolicy (ePO) Compatible, HDD Overwrite, 256-bit Encryption (FIPS 140-2 compliant), Common Criteria Certification (ISO 15408)[2], Secure Print, Secure Fax, Secure Scan, Secure Email, Cisco® TrustSec Integration, Network Authentication, SSL, SNMPv3, Audit Log, Access Controls, User Permissions		
	Optional	McAfee Integrity Control, Xerox® Secure Access, Smart Card Kit (CAC/PIV, .NET)		
Accounting	Standard	Xerox® Standard Accounting (Copy, Print, Scan, Fax)		
	Optional	Equitrac Office®, Equitrac Professional®, YSoft® SafeQ®, other network accounting solutions available through various Xerox® Business Innovation Partners		
Paper Input	Standard	**Single-pass Automatic Document Feeder:** 200 sheets; Speed: up to 200 ipm (duplex); Sizes: 4.9 x 5 in. to 11.7 x 17 in. / 125 x 138 mm to 297 x 432 mm **Bypass Tray:** 100 sheets; Custom sizes: 4.25 x 5.5 to 11 x 17 in. / A6 to A3 **Trays 1-2:** 500 sheets each; Custom sizes: 5.5 x 8.5 to 11 x 17 in. / A5 to A3 **High Capacity Tandem Tray:** 3,600-sheet total (1,600 and 2,000 sheets); Size 8.5 x 11 in. / A4		
	Optional	**High Capacity Feeder (HCF):** 4,000 sheets; Size 8.5 x 11 in. / A4 long edge feed **HCF Kits (HCF required):** 2,000-sheet 11 x 17 in. Short Edge Kit or 2,000-sheet Letter/Legal Short Edge Kit **Envelope Tray (replaces Tray 2):** Up to 50 envelopes: #10 commercial, monarch, DL, C5		
Paper Output / Finishing	Standard	**Offset Catch Tray (5865/5875 only):** 300 sheets		
	Optional	**Office Finisher (5865/5875 only):** 2,000 + 250-sheet trays, 50-sheet multi-position stapling, optional hole punch **Office Finisher with Booklet Maker (5865/5875 only):** 2,000 + 250-sheet trays, 50-sheet multi-position stapling, saddle-stitch booklet making, optional hole punch **High Volume Finisher (HVF):** 3,000 + 250-sheet trays, 100-sheet multi-position stapling, optional hole punch **High Volume Finisher with Booklet Maker:** 3,000 + 250-sheet trays, 100-sheet multi-position stapling, saddle-stitch booklet making, optional hole punch **Z Fold / C Fold Unit (with HVF with Booklet Maker):** Adds letter-size Z- and C-folding **Post Process Inserter (with HVF and with HVF with Booklet Maker):** Adds preprinted inserts **Convenience Stapler:** 50-sheet stapling (based on 20 lb. bond), includes Work Surface		

[1] Maximum volume capacity expected in any one month. Not expected to be sustained on a regular basis. [2] Certification pending

Go to www.xerox.com/office/WC5865 75 90Specs for more detailed specifications and capabilities.

©2013 Xerox Corporation. All rights reserved. Xerox®, Xerox and Design®, ConnectKey™, Extensible Interface Platform®, Global Print Driver®, Scan to PC Desktop® and WorkCentre® are trademarks of Xerox Corporation in the United States and/or other countries. As an ENERGY STAR® partner, Xerox Corporation has determined that this product meets the ENERGY STAR guidelines for energy efficiency. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. All other trademarks are the property of their respective manufacturers. The information in this brochure is subject to change without notice. 2/13 BR5077 610P730384

WSZBR-01UA

xerox

Capital Lease Versus Operating Lease Test
2013

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

								1	2	3a	3b	4a	4b	
CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
1/29/2013	45	Auxiliary Court	228168	985-L2	1/29/2013	WC5745	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
1/29/2013	122	Hidalgo Co. Pct 2	239287	985-L2	1/29/2013	Canon IR-2525	$122.10	N	N	36	60	$2,865.60	$2,865.60	Capital Lease
2/26/2013	25	County Crt Law 5	230656	985-L2	2/26/2013	WC3550X	$93.48	N	N	36	60	$3,365.28	$3,365.28	Capital Lease
2/26/2013	170	Auditor Admin	229727	985-L2	2/26/2013	WC7530P	$291.43	N	N	36	60	$10,491.48	$10,491.48	Capital Lease
2/26/2013	170	Auditor Inter Audit	231055	985-L2	2/26/2013	WC5745P	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
3/4/2013	85	Public Defenders	231671	985-L2	3/4/2013	WC7120P	$233.38	N	N	36	60	$8,401.68	$8,401.68	Capital Lease
3/5/2013	170	AUDITOR	231447	985-L2	3/5/2013	WC5745PT	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
3/26/2013	350	WIC (28)	230709	985-L2	3/26/2013	IR1025N	$18.37	N	N	60	60	$1,102.20	$913.71	Capital Lease
3/26/2013	8	389th Dist. Court	230271	985-L2	3/26/2013	WC7120P	$244.59	N	N	36	60	$8,805.24	$8,805.24	Capital Lease
3/26/2013	9	398th Dist. Court	231600	985-L2	3/26/2013	WC7120P	$244.59	N	N	36	60	$8,805.24	$8,805.24	Capital Lease
3/26/2013	6	332nd Dist. Court	231141	985-L2	3/26/2013	WC5845P	$172.09	N	N	36	60	$6,195.24	$6,195.24	Capital Lease
4/24/2013	260	Right of Way Dept	234582	985-L2	4/24/2013	WC7556	$495.77	N	N	36	60	$17,847.72	$17,847.72	Capital Lease
4/16/2013	122	Pct 2 Admin Dept	233802	985-L2	4/16/2013	IR-4025	$104.14	N	N	36	60	$3,749.04	$3,749.04	Capital Lease
5/14/2013	55	Child Protection Crt	234865	985-L2	5/14/2013	WC5845P	$166.66	N	N	36	60	$5,999.76	$5,999.76	Capital Lease
4/30/2013	22	Court at Law 2	230890	985-L2	4/30/2013	WC7530P	$273.93	N	N	36	60	$9,861.48	$9,861.48	Capital Lease
5/21/2013	124	Hidalgo CO. PCT 4	233291	985-L2	5/21/2013		$162.37	N	N	36	60	$5,845.32	$5,845.32	Capital Lease
5/29/2013	180	County Clerk's Office	236793	985-L2	6/15/2013	Phaser 8570	$169.95	N	N	36	60	$6,118.20	$6,118.20	Capital Lease
7/24/2013	130	Elections	239575	985-l2	7/24/2013	WC5890	$371.04	n	n	36	60	$13,357.44	$13,357.44	Capital Lease
8/7/2013	122	Pct. 2 Adm Bldg	239296	985-L2	8/7/2013	IR-4025	$113.91	N	N	36	60	$4,100.76	$4,100.76	Capital Lease
8/20/2013	280	Jail Weslaco Sub	240770	985-L2	8/20/2013	W5845APT	$178.63	N	N	36	60	$6,430.68		
8/20/2013	8	389th Dist. Court	236796	985-L2	8/20/2013	ADD ON FAX	$263.86	N	N	36	60	$9,498.96	$9,498.96	Capital Lease
8/20/2013		BUDGET		985-L2	8/20/2013		$466.78	N	N	36	60	$16,804.08	$16,804.08	Capital Lease
8/27/2013	280	Sheriff's Office	241463	985-L2	8/27/2013	W5875APT	$310.31	N	N	36	60	$11,171.16	$11,171.16	Capital Lease
8/27/2013	280	Sheriff's Office	241465	985-L2	8/27/2013	W5845APT	$178.59	N	N	36	60	$6,429.24	$6,430.68	Capital Lease

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00241465
PO #
Date: 08/08/13

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 731892
DALLAS TX 75373-1892

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MYRA MONTOYA
956-393-6024

Contract No: SMARTBUY 985-L2
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		XEROX COMPANIES: DAHILL SHERIFF'S NEW SUBSTATION TPASS TERM CONTRACT# 985-L2 DO NOT DUPLICATE ORDER		
4.00	MONTH	NEW 36 MONTH LEASE FOR COPY MACHINE 98513140025 XEROX: W5845APT COPY/PRINT/COLOR SCANNING W/FINISHER	.00	.00
4.00	MONTH	NEW 36 MONTH LEASE 98513140026	178.59	714.36
1.00	LOT	INCLUDES: 300,000 COPIES PER YEAR W/OVERAGES BILLED AT $.0091	50.00	50.00
		Account No	Encumbrance	
		3-1100-421-00-280-001-0-601	50.00	
		3-1100-421-00-280-001-0-780	714.36	
			Freight	.00
			Total	764.36
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

dahill

A Xerox Company

TPASS CONTRACT 985-L2

Baldomero Gonzalez

1431 W. Polk Avenue

Pharr, TX 78577

Phone: 956-283-8800

Main Fax: 956-787-6700

Cell 956-792-6502

Contact:: Baldomero Gonzalez

bgonzalez@dahill.com

February 22, 2013

xerox

HIDALGO SHERIFF'S DEPARTMENT
TPASS 985-L2

Xerox W5845APT

36 Month Lease (Includes svc & supplies) $178.59 x 36 = ... $6,429.24

Includes 300,000 B/W copies per year, overages billed at $0.091 per copy

dahill

A Xerox Company

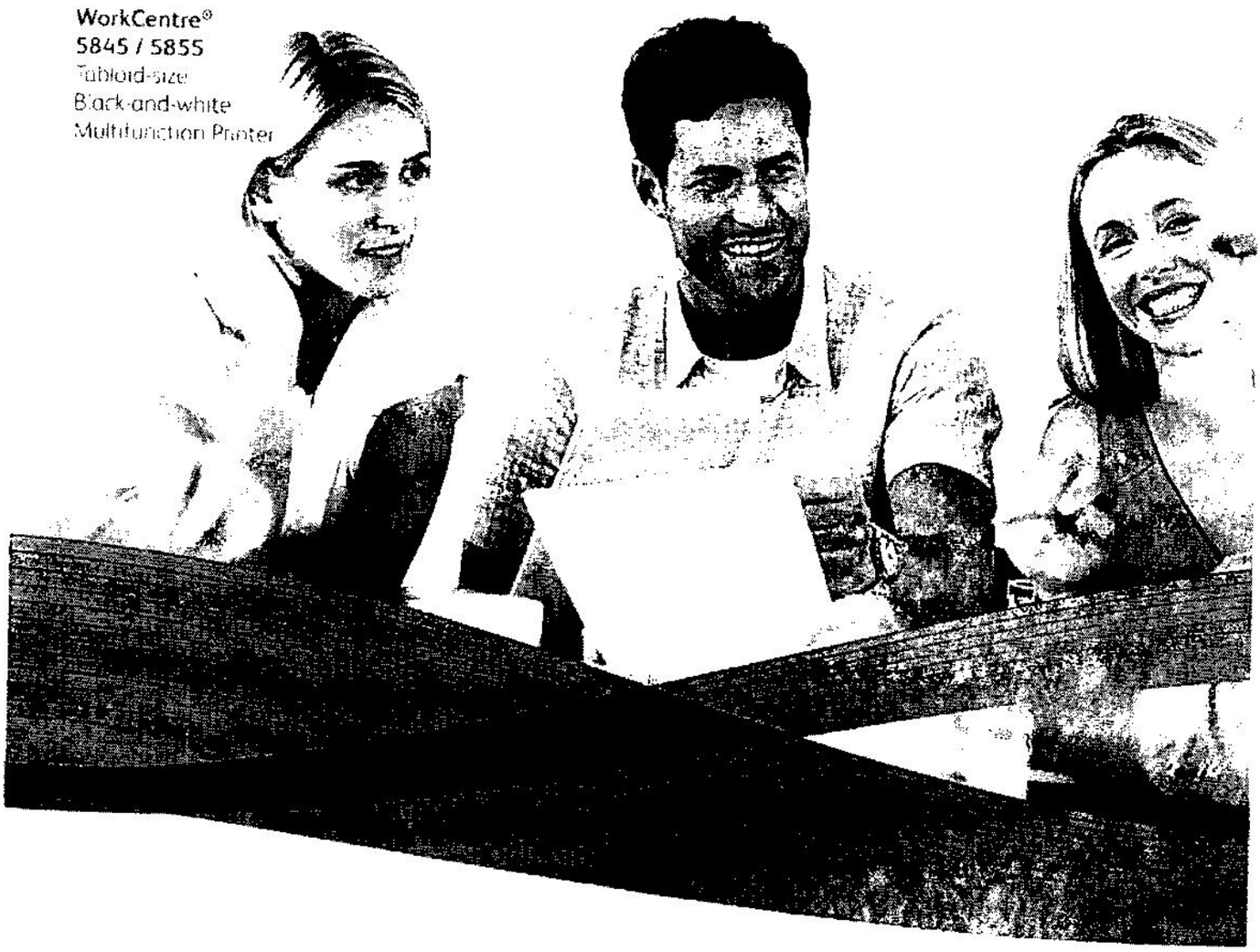
Xerox W5845APT

TPASS CONTRACT 985-L2

98513140025	Copy/Print/Color Scanning w/ Finisher	0.00
98513140026	36 Month Lease	178.63
98513140123	3 Hole Punch	2.10
98513140082	Embedded Fax	14.19
		$194.92
98513140025	Copy/Print/Color Scanning w/ Finisher	0.00
98513140355	48 Month Lease	154.01
98513140461	3 Hole Punch	1.67
98513140421	Embedded Fax	11.26
		$166.94
98513140025	Copy/Print/Color Scanning w/ Finisher	0.00
98513140686	60 Month Lease	139.41
98513140784	3 Hole Punch	1.40
98513140744	Embedded Fax	9.51
		$150.32
98513140025	Copy/Print/Color Scanning w/ Finisher	0.00
98513141015	Rental	208.80
98513141113	3 Hole Punch	3.55
98513141072	Embedded Fax	23.70
		$236.05

**Includes : 300,000 Copies per Year w/ Overages @ 0.0091.

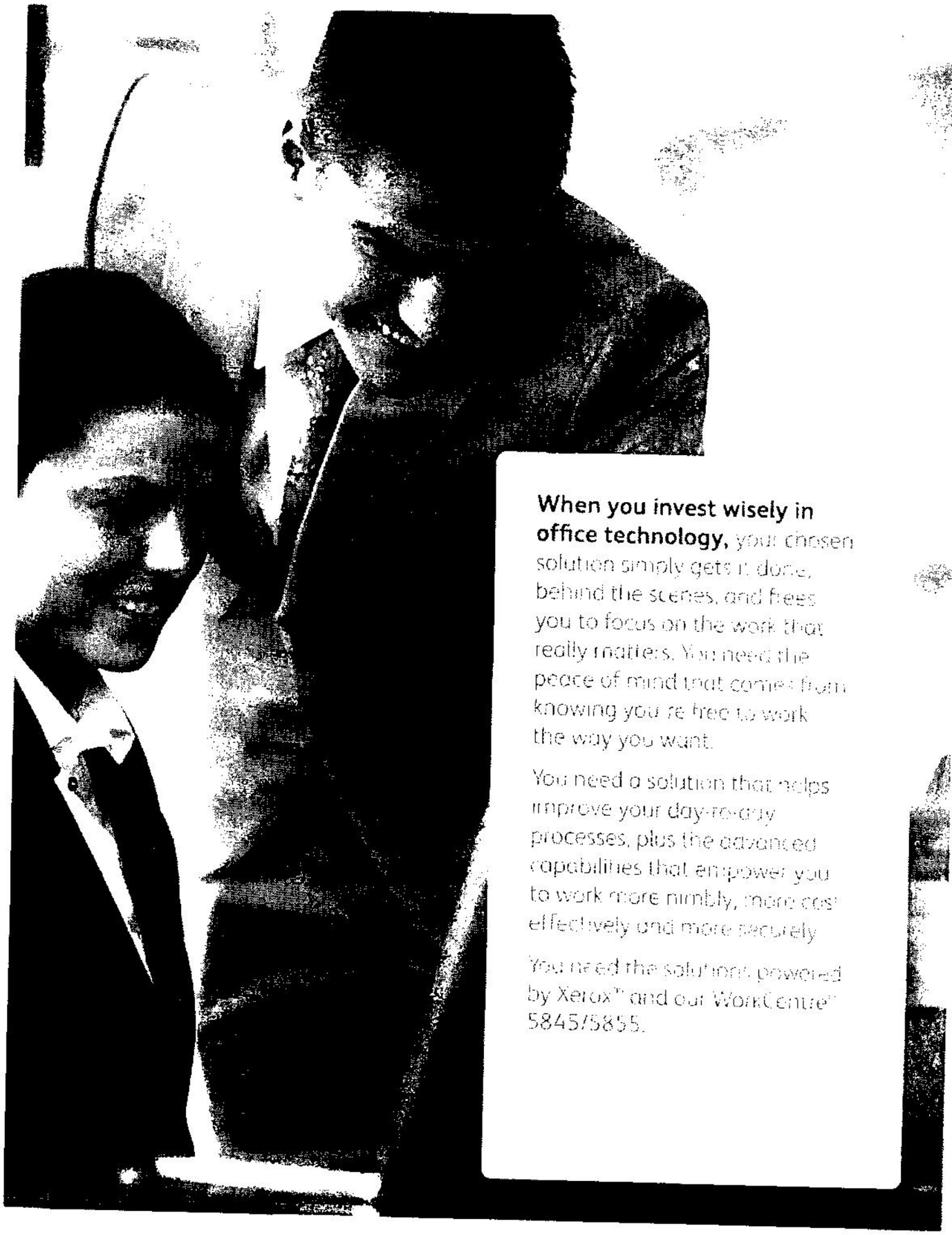
xerox



Xerox® WorkCentre® 5845/5855 Multifunction Printer

A new kind of office productivity.

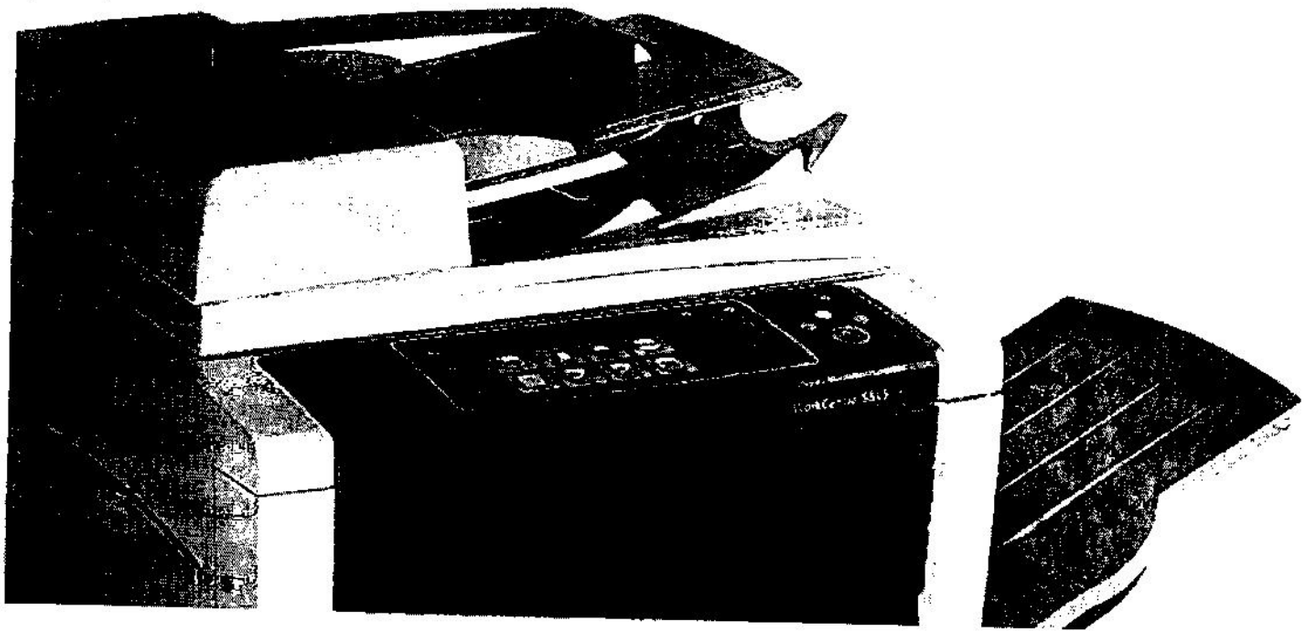
xerox



When you invest wisely in office technology, your chosen solution simply gets it done, behind the scenes, and frees you to focus on the work that really matters. You need the peace of mind that comes from knowing you're free to work the way you want.

You need a solution that helps improve your day-to-day processes, plus the advanced capabilities that empower you to work more nimbly, more cost effectively and more securely.

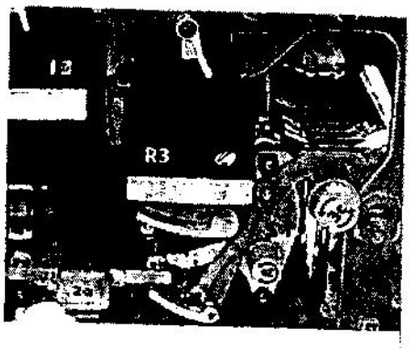
You need the solutions powered by Xerox® and our WorkCentre® 5845/5855.



A better way to get work done.

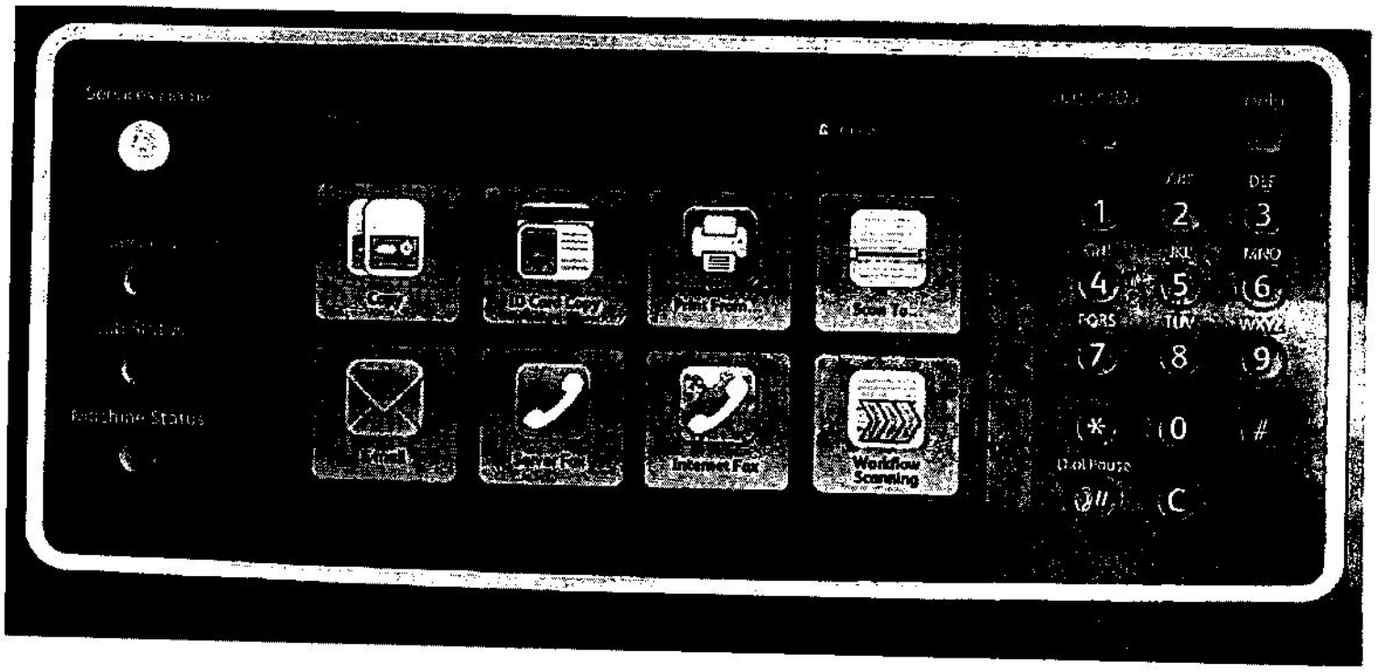
You succeed because you're productive, flexible and reliable. You need an office technology solution that matches those strengths. Which is why we designed the WorkCentre® 5845/5855 with a powerful mix of features and capabilities that help you get more work done in ways you never imagined.

- **Great features – your choice of speeds.** With fast copying and printing – up to 45 ppm or up to 55 ppm – there's more than enough speed to meet the needs of any busy workgroup. But if your business demands department-level productivity, consider the higher-speed models in the WorkCentre 5800 series family: the WorkCentre 5865, 5875 or 5890, for ultra-fast performance up to 90 ppm.
- **Scanning at up to 200 images per minute (duplex speed).** Single-pass color scanning enables faster electronic distribution of full-color documents for more effective and impressive communications.
- **Single touch scanning.** Use the Single Touch Scan feature to create a dedicated, easy-to-locate scan button directly on the color touch screen interface. Assign the Single Touch Scan button its own scanning workflow for fast document distribution and archiving.
- **Higher paper capacity,** more flexibility. Print more for longer with a total paper capacity of up to 8,700 sheets. Multiple finishing options, from basic to advanced, give you the flexibility your workload requires.
- **Exceptional print and copy quality.** With superior fine-line definition, shadows and highlights, your copies truly look like the original.
- **Walk-up simplicity.** Print from and scan to any USB memory device for faster document delivery when you're not at your computer.
- **Your print job, your priority.** The Print Around feature eliminates extended printing delays by holding a job in need of resources (such as a different paper size) and printing the next job in the queue.
- **Customize your solutions.** Extensible Interface Platform® (EIP) Serverless technology allows creation of applications to run on ConnectKey MFPs without the need for additional IT infrastructure. This allows you to simplify and personalize the usability of your device with a range of capabilities from support applications to scanning.



Illuminated Paper Path

The WorkCentre 5845/5855 features an illuminated paper path, which makes user access even easier.



Simplicity beyond ease of use.

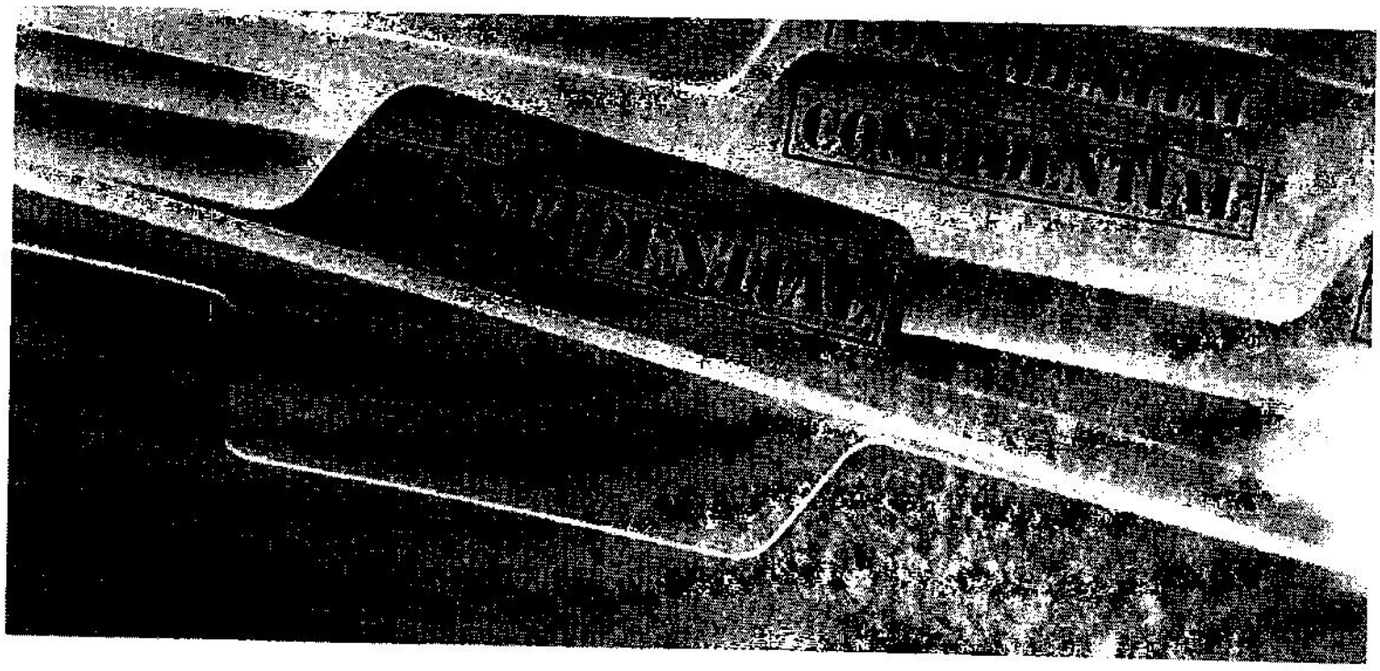
When office life is simpler, you're free to focus on the work that really matters. But you need the right tools to help you get there. Rest assured, the WorkCentre® 5845/5855 turns complexity into a higher level of simplicity with a solution that works the way you do.

Conservation Built-In

Get a powerful multifunction printer that includes a number of environmental features.

- Power save with quick start-up conserves electricity during downtime while keeping the device ready for action.
- Full compliance with the EU Restriction of Hazardous Substances (RoHS) Directive, Environmental Choice and the stringent ENERGY STAR® TEC Version 1.2 standards
- Multiple print settings are available that allow for reduced impact on the environment. Options include default two-sided printing, proof print, printing on recycled paper and draft mode.
- Our innovative Earth Smart print driver settings let you select the most environmentally conscious print options.

- **Leading-edge color touch screen user interface.** Provides the comfortable look and feel Xerox is known for and features bright, intuitive icons and easy access to all major functions directly from the home screen.
- **Less user intervention means less downtime.** Our new, more efficient toner lasts longer and can be replaced quickly by any user and provides superior image quality.
- **A help desk at your fingertips.** Get quick, easy, step-by-step troubleshooting assistance – like tips for sending a scan via email – with embedded help videos right on the user interface.
- **A truly universal print driver.** Xerox® Global Print Driver® (X-GPD) lets IT administrators install, upgrade and manage Xerox® and non-Xerox® devices from a single driver. It provides a consistent, easy-to-use interface for end-users, reducing the number of support calls, and simplifying print services management.
- **Advanced copy and print features.** The WorkCentre 5845/5855 greatly simplifies everyday office tasks, providing plenty of support for specialized print applications including Annotation, Bates Stamping, ID Card Copy, tab print capability and page-level programming.
- **Consistent user experience.** The WorkCentre 5845/5855 features the same controller technology as our other latest-generation tabloid-size multifunction printers, making users more comfortable operating the devices because of their common look and feel. For more information about our groundbreaking Xerox® ConnectKey™ Controller technology, visit www.office.xerox.com/connectkey.



Securing what matters most.

Don't take chances with your sensitive information. Working at peak performance means nothing if the data that's critical to the success of your business isn't fully safeguarded. And network multifunction devices are potential points of entry for malicious activities. That's why the WorkCentre® 5845/5855 boasts the most complete range of advanced features, technologies, and solutions from security-industry leaders that ensure comprehensive, 24/7 protection.

- **Protect your confidential information.** Safeguard all sensitive data with encrypted PDF files for scanning; hard drive encryption, compliant with the 256-bit AES FIPS 140-2 standard; and Image Overwrite with a 3-pass scrub process to ensure total deletion of all data fragments.
- **Prevent unauthorized Access.** Permit only authorized users to access the device with Xerox® user permissions, network authentication, IP filtering, and smart card, role-based and function-level login.
- **Manage threats proactively.** As new threats emerge, Xerox proactively monitors security clearinghouses for new vulnerabilities and provides patches when necessary, ensuring your equipment stays current and your data is kept safe. Plus, you can receive up-to-the-minute updates via RSS feeds and stay informed via www.xerox.com/security.
- **Stay compliant with regulations.** WorkCentre 5845/5855 devices comply with the latest security standards across industries, including government, finance and healthcare. These include Common Criteria (pending), HIPAA, Data Protection Act, COBIT and more. These devices can conform to any standard, with controls available to match your needs.
- **Gain complete visibility.** Prevent IP theft and ensure non-repudiation by having total visibility into the device and network. With security policy management and tracking of all activity on the device with Audit Log, you can know who accessed what, and when.

McAfee CISCO

Powerful Partnerships

Xerox® ConnectKey™ MFPs include McAfee® technology integration, resulting in the industry's first lineup of multifunction printers that protect themselves from potential outside threats. McAfee's whitelisting technology ensures only safe, pre-approved files or functions are executed on your devices, minimizing the need to manually update software levels against new security threats. Also, seamless integration with the Xerox® MPS toolset and McAfee ePolicy (ePO) allows for easy tracking and monitoring.

Plus, automatic Cisco® TrustSec Identity Services Engine (ISE) integration provides comprehensive visibility of all ConnectKey MFPs' endpoints to enforce IT-centric security policies and compliance.



Real business happens wherever you are.

You need the advantage of anytime, anywhere access to the technology that makes your work easier. You need a real-world solution that bridges the gap between workplace productivity and the tasks that have to get done beyond your office walls. Our mobile solutions empower today's professionals to get real work done in the office and on the go, providing the freedom and flexibility to keep pace with the demands of your business – wherever it takes you.



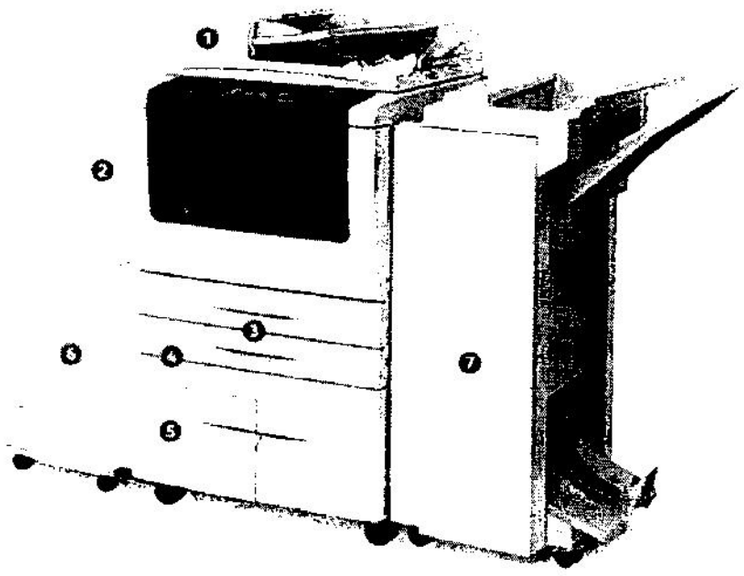
Remote Control Panel

Remotely and securely operate the WorkCentre 5845/5855 control panel from any office PC as though you were standing at the device. The Remote Control Panel allows IT staff to remotely view and control the user interface and makes it easier and more convenient to train users. And during a remote session, walk-up users are notified at the device to prevent simultaneous system changes. Plus, advanced print drivers and free device management tools let you remotely monitor real-time performance and available resources for greater uptime.

The Freedom of Uninhibited Mobility

Whether at work or working away, the WorkCentre® 5845/5855 provides powerful, helpful technologies with barrier-free accessibility. Now, office staff can control device functions from any workstation, while mobile professionals stay connected to the communications tools and productivity solutions offered by the WorkCentre 5845/5855 – for more flexibility, anywhere.

- **Optional Wi-Fi connectivity.** Administrators can connect the WorkCentre 5800 series devices anywhere, without the need for network cabling.
- **Xerox® Mobile Print, and more.** Take the mystery and anxiety out of wireless and mobile device printing. Xerox has all the options to enable secure, accurate printing from most mobile devices, to any printer or multifunction printer, regardless of brand. Get industry-leading accuracy when printing native PowerPoint®, Word® and other standard files. Plus, Xerox offers IT-friendly optional capabilities such as PIN code access, multiple mobile operating systems and more. Whether offsite or onsite, learn more about why Xerox is the only choice for today's mobile professionals by visiting www.xerox.com/mobile



WorkCentre 5800 Series Optimized for:

Productivity

Scanning

Security

Networking

Solutions

Web

Paper Input

❶ Single-pass Automatic Document Feeder automatically scans documents as fast as 200 images per minute (duplex speed).

❷ 100-sheet Bypass Tray handles heavy paper up to 80 lb. cover.

❸ Two 500-sheet universal trays are adjustable up to 11 x 17 in.

❹ Optional Envelope Kit (replaces Tray 2) provides trouble-free feeding of 50 envelopes.

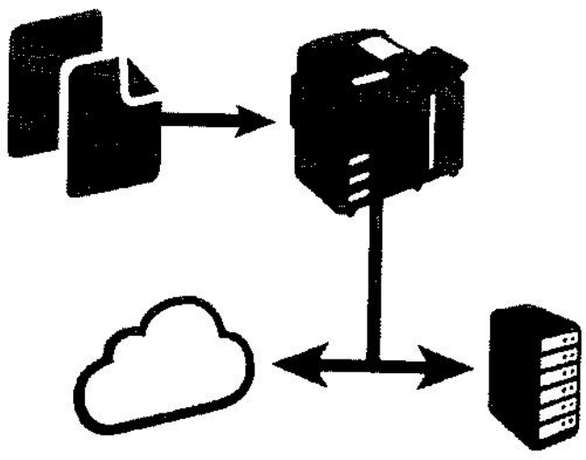
❺ High Capacity Tandem Tray holds a total of 3,600 sheets of letter-size paper.

❻ 4,000-sheet letter-size High Capacity Feeder (optional) can increase total capacity to 8,700 sheets. Or add the 2,000-sheet Short-Edge Kit in either letter/legal size or 11 x 17 in. size.

Finishing Options

❼ Multiple finishing options let you add the capabilities that are right for individual workgroups. Choose basic features like staple and hole punch, or advanced capabilities to produce paginated, saddle-stitched and folded booklets and Z and C-folded brochures.





Extend Your Possibilities

Whether scanning and managing documents on your office network or a hosted cloud on the Internet, you can access scan workflow solutions right from any WorkCentre 5845/5855 thanks to the power of Xerox® Workflow Solutions, built on the Xerox® EIP® platform. These are just a few of the many examples of Xerox® Workflow Solutions*:

- **Xerox® ConnectKey™ for SharePoint.** Scan files directly into MS® SharePoint® and other Windows® folders. Plus, you'll go beyond basic file storage and PDF creation by automatically converting documents to intelligent, structured data with easy file naming and routing tools.
- **Xerox® ConnectKey Share to Cloud.** Our cloud-based scanning solution provides easy, secure, scalable scanning to popular cloud-based repositories such as Google Docs, SalesForce.com, Office 365 and Dropbox™, using custom-designed workflows that leverage our Xerox® EIP technology. Learn more about Xerox® Workflow Solutions at www.office.xerox.com/software-solutions.

* Optional solutions may vary by geography.

Xerox® WorkCentre® 5845/5855

ConnectKey™ MFP

WorkCentre 5800 series multifunction systems are powered by the Xerox® ConnectKey® Controller. These simple-to-implement systems give you real, practical solutions that easily streamline how you communicate, process and share important information, simplify complex paper-driven tasks, and drive down costs while keeping your data secure. For more information, go to **www.xerox.com/connectkey**

Device Specifications		WorkCentre 5845	WorkCentre 5855
Speed		Up to 45 ppm	Up to 55 ppm
Duty Cycle[1]		Up to 175,000 pages / month	Up to 200,000 pages / month
Hard Drive / Processor / Memory		160 GB / 1 GHz Dual-core / 2 GB	
Connectivity		10/100/1000Base-T Ethernet, High-Speed USB 2.0 direct print, Optional Wi-Fi (with Xerox® USB Wireless Adapter)	
Controller Features		Unified Address Book, Remote Control Panel, Online Support, Configuration Cloning	
Copy and Print			
Copy and Print Resolution		Up to 600 x 600 dpi input / 4800 x 600 dpi interpolated output	
First-print-out Time (as fast as)		7 seconds	
First-copy-out Time (as fast as)		3.7 seconds from the Platen / 7.6 seconds from the Automatic Document Feeder	
Page Description Languages		Adobe® PostScript® 3™, PDF, PCL® 5c / PCL 6 emulations, HP-GL2™, XML Paper Specification (XPS®) (Optional)	
Print Features		Print from USB, Earth Smart Driver Settings, Job Identification, Booklet Creation, Store and Recall Driver Settings, Bi-directional Status, Scaling, Job Monitoring, Xerox® PrintBack	
Mobile Printing		Xerox® Mobile Print (Optional), Xerox® Mobile Print Cloud (Optional)	
Scan	Standard	Scan to Network, Scan to Email, Scan to Folder, Scan to SMB or FTP, Text Searchable PDF, PDF/A, XPS, Linearized PDF, JPEG, TIFF, Scan to USB Memory Device, Single-touch Scanning, TWAIN Support	
	Optional	ConnectKey for SharePoint®, ConnectKey Share to Cloud, Xerox® Scan to PC Desktop® SE and Professional, numerous solutions available through various Xerox® Business Innovation Partners	
Fax	Standard	Internet Fax, Fax Build Job, Network Server Fax Enablement (solutions available through various Xerox® Business Innovation Partners)	
	Optional	Fax Forward to Email or SMB, Walk-up Fax (one-line and two-line options, includes LAN Fax)	
Security	Standard	McAfee® Embedded, McAfee ePolicy (ePO) Compatible, HDD Overwrite, 256-bit Encryption (FIPS 140-2 compliant), Common Criteria Certification (ISO 15408)[2], Secure Print, Secure Fax, Secure Scan, Secure Email, Cisco® TrustSec Integration, Network Authentication, SSL, SNMPv3, Audit Log, Access Controls, User Permissions	
	Optional	McAfee Integrity Control, Xerox® Secure Access, Smart Card Kit (CAC/PIV, .NET)	
Accounting	Standard	Xerox® Standard Accounting (Copy, Print, Scan, Fax)	
	Optional	Equitrac Office®, Equitrac Professional®, YSoft® SafeQ®, other network accounting solutions available through various Xerox® Business Innovation Partners	
Paper Input	Standard	**Single-pass Automatic Document Feeder:** 200 sheets; Speed: up to 200 ipm (duplex); Sizes: 4.9 x 5 in. to 11.7 x 17 in. / 125 x 138 mm to 297 x 432 mm **Bypass Tray:** 100 sheets; Custom sizes: 4.25 x 5.5 to 11 x 17 in. / A6 to A3 **Trays 1-2:** 500 sheets each; Custom sizes: 5.5 x 8.5 to 11 x 17 in. / A5 to A3 **High Capacity Tandem Tray:** 3,600-sheet total (1,600 and 2,000 sheets); Size 8.5 x 11 in. / A4	
	Optional	**High Capacity Feeder (HCF):** 4,000 sheets; Size 8.5 x 11 in. / A4 long edge feed **HCF Kits (HCF required):** 2,000-sheet 11 x 17 in. Short Edge Kit or 2,000-sheet Letter/Legal Short Edge Kit **Envelope Tray (replaces Tray 2):** Up to 50 envelopes: #10 commercial, monarch, DL, C5	
Paper Output / Finishing	Standard	**Offset Catch Tray:** 300 sheets	
	Optional	**Basic Office Finisher (5845 only):** 1,000 + 250-sheet trays, 30-sheet single-position stapling **Office Finisher:** 2,000 + 250-sheet trays, 50-sheet multi-position stapling, optional hole punch **Office Finisher with Booklet Maker:** 2,000 + 250-sheet trays, 50-sheet multi-position stapling, saddle-stitch booklet making, optional hole punch **High Volume Finisher (HVF):** 3,000 + 250-sheet trays, 100-sheet multi-position stapling, optional hole punch **High Volume Finisher with Booklet Maker:** 3,000 + 250-sheet trays, 100-sheet multi-position stapling, saddle-stitch booklet making, optional hole punch **Z Fold / C Fold Unit (with HVF with Booklet Maker):** Adds letter-size Z- and C-folding **Post Process Inserter (with HVF and with HVF with Booklet Maker):** Adds preprinted inserts **Convenience Stapler:** 50-sheet stapling (based on 20 lb. bond), includes Work Surface	

[1] Maximum volume capacity expected in any one month. Not expected to be sustained on a regular basis.; [2] Certification pending

Go to www.xerox.com/office/WC5845_55Specs for more detailed specifications and capabilities.

©2013 Xerox Corporation. All rights reserved. Xerox®, Xerox and Design®, ConnectKey™, Extensible Interface Platform®, Global Print Driver®, Scan to PC Desktop® and WorkCentre® are trademarks of Xerox Corporation in the United States and/or other countries. As an ENERGY STAR® partner, Xerox Corporation has determined that this product meets the ENERGY STAR guidelines for energy efficiency. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. All other trademarks are the property of their respective manufacturers. The information in this brochure is subject to change without notice. 2/13 BR5048 610P730383

WS888-01 UA

Capital Lease Versus Operating Lease Test
2013

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

								1	2	3a	3b	4a	4b	
CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
1/29/2013	45	Auxiliary Court	228168	985-L2	1/29/2013	WC5745	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
1/29/2013	122	Hidalgo Co. Pct 2	239287	985-L2	1/29/2013	Canon IR-2525	$122.10	N	N	36	60	$2,865.60	$2,865.60	Capital Lease
2/26/2013	25	County Crt Law 5	230656	985-L2	2/26/2013	WC3550X	$93.48	N	N	36	60	$3,365.28	$3,365.28	Capital Lease
2/26/2013	170	Auditor Admin	229727	985-L2	2/26/2013	WC7530P	$291.43	N	N	36	60	$10,491.48	$10,491.48	Capital Lease
2/26/2013	170	Auditor Inter Audit	231055	985-L2	2/26/2013	WC5745P	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
3/4/2013	85	Public Defenders	231671	985-L2	3/4/2013	WC7120P	$233.38	N	N	36	60	$8,401.68	$8,401.68	Capital Lease
3/5/2013	170	AUDITOR	231447	985-L2	3/5/2013	WC5745PT	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
3/26/2013	350	WIC (28)	230709	985-L2	3/26/2013	iR1025N	$18.37	N	N	60	60	$1,102.20	$913.71	Capital Lease
3/26/2013	8	389th Dist. Court	230271	985-L2	3/26/2013	WC7120P	$244.59	N	N	36	60	$8,805.24	$8,805.24	Capital Lease
3/26/2013	9	398th Dist. Court	231600	985-L2	3/26/2013	WC7120P	$244.59	N	N	36	60	$8,805.24	$8,805.24	Capital Lease
3/26/2013	6	332nd Dist. Court	231141	985-L2	3/26/2013	WC5845P	$172.09	N	N	36	60	$6,195.24	$6,195.24	Capital Lease
4/24/2013	260	Right of Way Dept	234582	985-L2	4/24/2013	WC7556	$495.77	N	N	36	60	$17,847.72	$17,847.72	Capital Lease
4/16/2013	122	Pct 2 Admin Dept	233802	985-L2	4/16/2013	IR-4025	$104.14	N	N	36	60	$3,749.04	$3,749.04	Capital Lease
5/14/2013	55	Child Protection Crt	234865	985-L2	5/14/2013	WC5845P	$166.66	N	N	36	60	$5,999.76	$5,999.76	Capital Lease
4/30/2013	22	Court at Law 2	230890	985-L2	4/30/2013	WC7530P	$273.93	N	N	36	60	$9,861.48	$9,861.48	Capital Lease
5/21/2013	124	Hidalgo CO. PCT 4	233291	985-L2	5/21/2013		$162.37	N	N	36	60	$5,845.32	$5,845.32	Capital Lease
5/29/2013	180	County Clerk's Office	236793	985-L2	6/15/2013	Phaser 8570	$169.95	N	N	36	60	$6,118.20	$6,118.20	Capital Lease
7/24/2013	130	Elections	239575	985-l2	7/24/2013	WC5890	$371.04	n	n	36	60	$13,357.44	$13,357.44	Capital Lease
8/7/2013	122	Pct. 2 Adm Bldg	239296	985-L2	8/7/2013	IR-4025	$113.91	N	N	36	60	$4,100.76	$4,100.76	Capital Lease
8/20/2013	280	Jail Weslaco Sub	240770	985-L2	8/20/2013	W5845APT	$178.63	N	N	36	60	$6,430.68		
8/20/2013	8	389th Dist. Court	236796	985-L2	8/20/2013	ADD ON FAX	$263.86	N	N	36	60	$9,498.96	$9,498.96	Capital Lease
8/20/2013		BUDGET		985-L2	8/20/2013		$466.78	N	N	36	60	$16,804.08	$16,804.08	Capital Lease
8/27/2013	280	Sheriff's Office	241463	985-L2	8/27/2013	W5875APT	$310.31	N	N	36	60	$11,171.16	$11,171.16	Capital Lease
8/27/2013	280	Sheriff's Office	241465	985-L2	8/27/2013	W5845APT	$178.59	N	N	36	60	$6,429.24	$6,430.68	Capital Lease

AI-40185 **Purchasing Department 9. H.**

CC CONSENT

Meeting Date: 08/20/2013

Submitted For: Sergio Cruz, HC Budget Officer

Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

BUDGET & MGMT: Requesting authority to enter into a 36-month new (capital) lease copier for a WorkCentre 7845P through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 for the Budget & Management through Requisition #241615 in the total amount of $464.76/month, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-2202-419-50-115-065-0-780

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

BUDGETARY IMPACT:

Funds available as of 8/15/2013, please ref requisition 241615.

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/15/2013 03:55 PM
Budget & Management	Obdett Calzada	08/15/2013 03:57 PM
Obdett Calzada	Obdett Calzada	08/15/2013 04:25 PM
Auditor's Office	Monica Badillo	08/16/2013 05:22 PM

Form Started By: Lisa Vela Started On: 08/13/2013 04:20 PM

Final Approval Date: 08/16/2013

Requisition
BUDGET OFFICER

Req # 00241615
PO #
Date: 08/12/13

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 731892
DALLAS TX 75373-1892

Ship To: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: Ana B. Galvan
956-292-7025

Contract No: TPASS 985-L2

Special Instructions:

AI 40185

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TPASS 985-L2 CONTRACTORS QUOTE CASH PRICE $ 16,804.08 *****TO BE LOCATED AT 2818 SOUTH BUS. HWY 281 EDINBURG, TX 78539 DO NOT DUPLICATE ORDER		
.00	MONTH	CO "NEW" 36 MONTH CAPITAL LEASE OF XEROX WORKCENTRE 7845P COPY/PRINTER/SCANNER 45 BLACK/WHITE PAGES PER MINUTE DIGITAL COPIER 45 COLOR PAGES PER MINUTE DIGITAL COPIER WORKCENTRE 7845 PRINTER WITH HIGH CAP TANDEM TRAY, 520 SHEET TRAY, 100 SHEET BYPASS TRAY, EIP, DATA SECURITY, JOB BASED ACCOUNTING, POSTSCRIPT, FULL NETWORK SCANNING, SERVER FAX, IFAX, STD OUTPUT TRAY, 130 SHT DADF PRICE INCLUDES: 10,000 B/W IMPRESSIONS ALL EXCESS B/W PRINTS @ $0.0084 EACH 4,100 COLOR IMPRESSIONS ASS EXCESS COLOR PRINTS @ 0.0460 EACH.	.00	.00
1.00	EACH	CO EQUIP DESCRIPTION/QTY 98513-56001-5	.00	.00
6.00	MONTH	CO 36 MONTH TERM 985-13-56100-6	440.62	2,643.72
6.00	MONTH	CO CUSTOMER ED/CONSULTING 98513-56148-1	24.14	144.84
		Account No	Encumbrance	
		3-2202-419-50-115-065-0-780	2,788.56	
			Freight	.00
			Total	2,788.56
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

STATE OF TEXAS CONTRACT 985-L2

Budget & Mgmt



XEROX WORKCENTRE 7845P
45 black / white ppm digital copier
45 color ppm digital copier

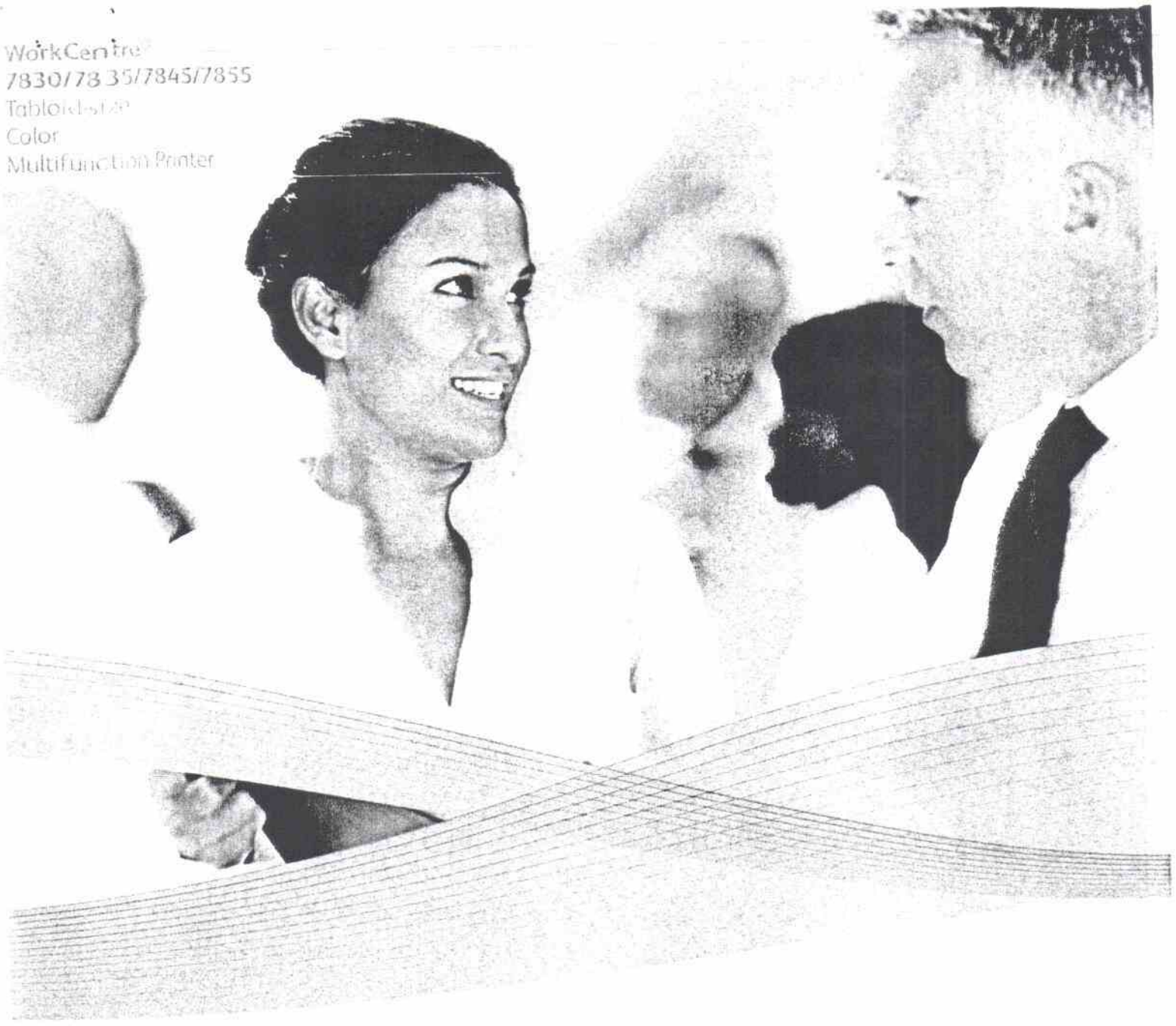
WORKCENTRE 7845 Printer with **High Cap Tandem Tray,** 520 Sheet Tray, 100 Sheet Bypass Tray, EIP, Data Security, Job Based Accounting, PostScript, Full Network Scanning, Server Fax, iFax, STD Output Tray, 130 Sht DADF,

Price includes
10,000 B/W impressions
All excess B/W prints at $0.0084 each
4,100 color impressions All excess Color prints at $0.0460 each

	Monthly Base	Commodity Codes
Equip Description/Qty	$0.0	985-13-56001-6
36 month term	$440.62	985-13-56100-6
Customer Ed/Consulting	$ 24.14	985-13-56148-1
Total Monthly Payment	$464.76	
Cash Purchase Price	$16,731.36	

xerox

WorkCentre
7830/7835/7845/7855
Tabloid-size
Color
Multifunction Printer



Xerox® WorkCentre 7800 Series Multifunction Printer

Transform the way you work.

xerox

e-Catalogs Quick Order 241615 Price Unit HELP | Logout

Search Product Keyword Category List Go Line Items 3 Total $16,731.36

Warning Message

State Agency Purchasers: Check to see if the same or similar item(s) in your cart are on contract for purchase through TIBH or TCI

My Wish List

Compare Items | Update Wish List | Export Wish List

Line	Compare	Description	Supplier Name	Contract Information	Commodity Code or Supplier Part #	Price	Currency	Unit	Qty	Total	Action
1	☐	RENEWAL ONLY: WorkCenter 7545 Prntr w/520 Sht Tray,100 Sht Bypass Tray,EIP,Data Security,Job Based Accnt,PostScript,Full Ntwrk Scan,Server Fax,iFax,STD Outpt Tray,Lft Side Tray,DADF,45/45ppm Speed/NameplateKit, 2x250Sheet OCT. W/High Cap TandemTray	Xerox Corporation, Office Equipment	TERM 985-L2	98513560015	$0.00	USD	EA	1	$0.00	Delete
2	☐	Mid Range IV W7845PT printer. 36 Month Lease. Includes 10,000 B/W prints and 4,100 Color prints. Excess prints @ $0.0084 for B/W and $.0460 for Color.	Xerox Corporation, Office Equipment	TERM 985-L2	98513561006	$440.62	USD	MO	36	$15,862.32	Delete
3	☐	Mid Range IV Cust. Ed./Consulting Required For Printing. 36 Month Lease	Xerox Corporation, Office Equipment	TERM 985-L2	98513561481	$24.14	USD	MO	36	$869.04	Delete

Return to Search

Total: $16,731.36 Empty Wish List

©2009 Vinimaya

8/27/2013	115		Budget (w. comp)	241615	985-L2	8/27/2013		$464.76	N	N	36	36	$16,731.36	$16,731.36	Capital Lease

Capital Lease

2/11/15

AI-39765 **Purchasing Department 9. I.**

CC CONSENT

Meeting Date: 08/20/2013

Submitted For: Hon. P Villarreal, Jr-HC-TAC Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to enter into a 36-month new (capital) lease copier for a WorkCentre 3550X (Low Range I) through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 for the Hidalgo County Tax Collectior through Requisition #237307 in the total amount of $93.48/month, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 31100415151400010601

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

BUDGETARY IMPACT:

FISCAL YEAR: 2013 ACCT. #: 31100415151400010780

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

BUDGETARY IMPACT:

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Funds Available as of 08/16/2013.

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/15/2013 03:36 PM
Budget & Management	Obdett Calzada	08/15/2013 03:48 PM
Auditor's Office	Monica Badillo	08/16/2013 05:22 PM

Form Started By: Lisa Vela Started On: 07/17/2013 05:06 PM

Final Approval Date: 08/16/2013

Requisition

Req # 00237307

PO #

Date: 05/22/13

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 731892
DALLAS TX 75373-1892

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: MISSION OFFICE
956-289-7472

Contract No:

Special Instructions:
M-25

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TAX OFFICE MISSION XEROX 985-L2 TPASS PRICING SAMRTBUY REQ: SMARTBUY PO: UPON DELIVERY OF NEW EQUIPMENT PICKUP TRADE IN SERIAL: KBM-540771 AT THE MISSION OFFICE DO NOT DUPLICATE ORDER		
.00	EACH	CO COMMODITY CODE: 985-13-02001-0 EQUIPMENT DESCRIPTION/QTY	.00	.00
4.00	MONTH	CO COMMODITY CODE: 985-13-02200-8 (NEW) 36 MONTH (Capital) LEASE OF XEROX WORKCENTRE 3550X (LEASE TERM FROM SEPT 2013 THRU SEPT 2016)	64.61	258.44
4.00	MONTH	CO COMMIODITY CODE: 985-13-02207-3 NETWORK PRINT	9.64	38.56
4.00	MONTH	CO COMMODITY CODE: 985-13-02208-1 WIRELESS NETWORK ADAPTER	6.40	25.60
4.00	MONTH	CO COMMODITY CODE: 985-13-02210-7 STAND	6.84	27.36
4.00	MONTH	CO COMMODITY CODE: 985-13-02211-5 FOREIGN INTERFACE	5.99	23.96
1.00	YEAR	CO OVERAGES EXTRA COPIES	100.00	100.00
		Account No	Encumbrance	
		3-1100-415-15-140-001-0-601	100.00	
		3-1100-415-15-140-001-0-780	373.92	
			Freight	.00
			Total	473.92
		TRADE IN SERIAL: KBM-540771 AT THE MISSION OFFICE		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

quote

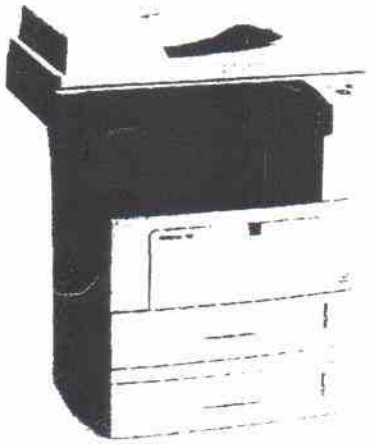
Req# 237307

Xerox 985-L2 TPASS PRICING

#237307

Xerox WorkCentre3550X (Low Range I)

Base Unit up to 35 cpm, Includes 360MHz Processor,60 sheet-dadf, 2-500 sheet paper trays, Print, Embedded Fax, PC Fax Color Scanning with Scan to Email/USB/FTP/SMB



INCLUDES 10,000 MONTHLY IMPRESSIONS
OVERAGES @ $0.0131

	Monthly Base	Commodity Codes
Equipment Description/QTY	$0.00	985-13-02001-0
36 month term	$64.61	985-13-02200-8
Network Print	$ 9.64	985-13-02207-3
Wireless Network Adapter	$ 6.40	985-13-02208-1
Stand	$ 6.84	985-13-02210-7
Foreign Interface	$ 5.99	985-13-02211-5

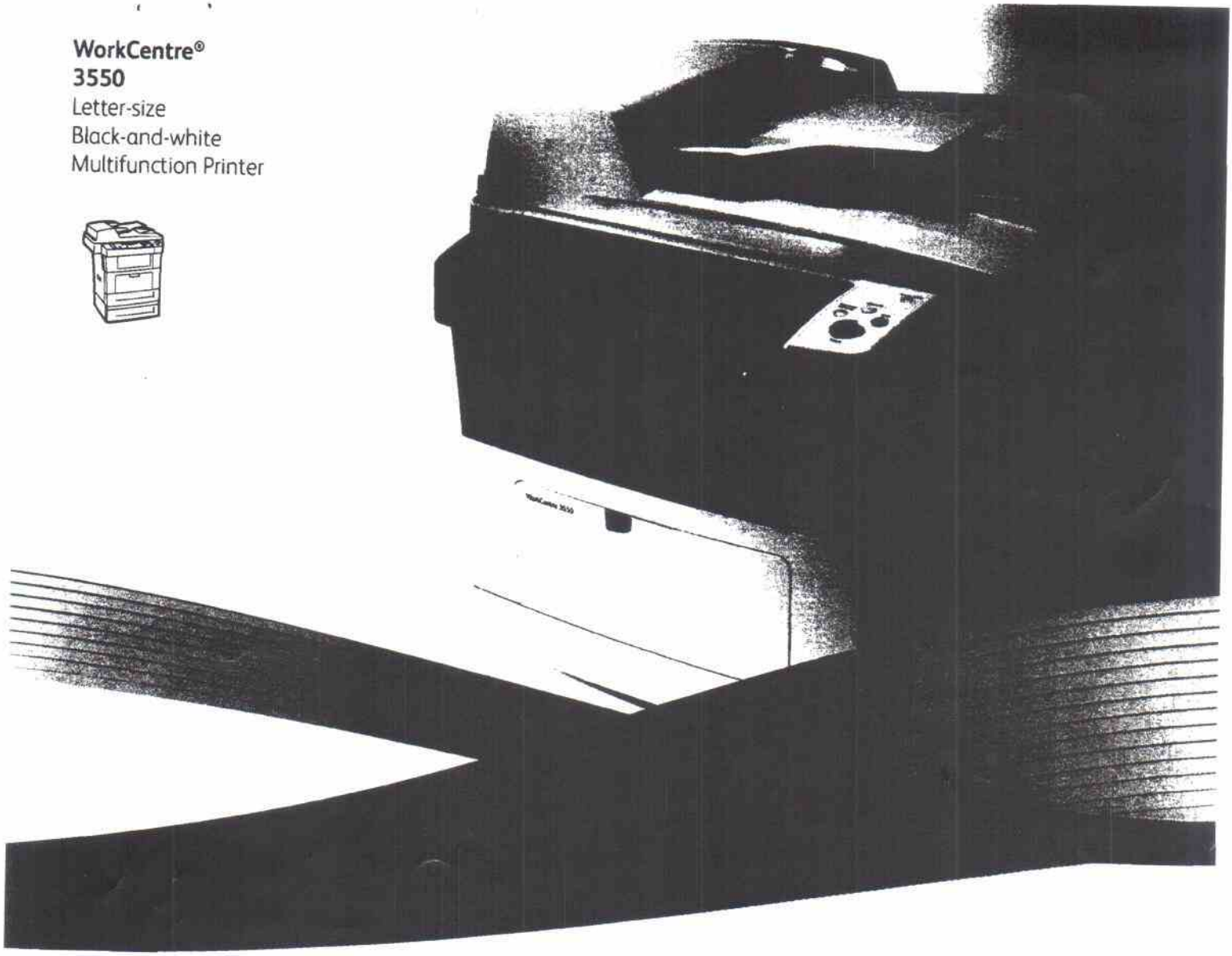
Monthly Price $93.48
Cash Price $3,365.28

TRADE SERIAL # TFW014787, TFW014649, TFW014931, TFW014807, TFW014938

xerox

mission offic

WorkCentre®
3550
Letter-size
Black-and-white
Multifunction Printer



Xerox® WorkCentre® 3550 Multifunction Printer Value-driven performance for your office

xerox®

WorkCentre® 3550 multifunction printer

Raise the productivity bar. The WorkCentre 3550 helps your business optimize productivity with high-speed copy, print and fax capabilities, plus scan features that streamline your work processes.

Step up to higher performance

The perfect balance of productivity and ease-of-use, the WorkCentre 3550 multifunction printer will help you regain time spent each day on document-related tasks.

- **Setting the pace.** Print and copy speeds up to 35 ppm will remove bottlenecks so users can focus on what's important.
- **Plenty of paper.** A steady supply of paper is always available thanks to 550-sheet paper capacity (expandable to 1,050 sheets).
- **Improve your image.** Optimize every customer encounter with impactful 1200 image-quality printing and vibrant color scanning.
- **Print from any application.** A choice of PostScript® 3™ and PCL® print drivers ensure your output comes out the way you expect.
- **User-friendly control panel.** A 4-line display lets you see more at a glance, while an efficient menu layout helps you accomplish routine tasks more quickly.
- **Multi-tasking enabler.** Now you can effectively accomplish all the tasks your single-function devices used to perform — receive faxes while you are making copies or printing — and save valuable office space.

High-impact features that won't impact your budget

Sure to be your greatest individual contributor, the WorkCentre 3550 is value-packed and capable of handling all your print, copy, scan and fax needs.

- **Duplex Automatic Document Feeder** gives you convenient, money-saving, two-sided output across all features.
- **Legal-size platen.** A large 8.5 x 14 in. platen glass supports a wider range of media sizes than many competitive devices.
- **Reduce your document-related costs.** Resource-saving features include toner-saver and power-saver modes, and paper-saving N-up printing and ID Card Copy. Plus, the WorkCentre 3550 is ENERGY STAR qualified.
- **Incorporate color scanning into your workflow.** Easily convert hardcopy documents to digital PDF files and send them to your server, email contacts or USB memory device.
- **Say hello to your modern fax machine.** Get all the great features of a top fax machine — speed dials, Secure Fax, color send and fax forward to email — plus many workflow enhancing capabilities.
- **Handy, front panel USB port.** Sharing files between computers with a USB memory device is common practice in many offices. Now you can print from and scan files to your USB memory device.

Discover the benefits of scanning

Find out how useful scanning can be at improving your work processes and clearing your workspace of cluttered file cabinets and paper strewn desks.

- Scan and create color documents and high-quality photos directly from the device. LDAP support automates contact lookup.
- Network scanning lets you store documents to the network for convenient workstream access.
- Optical Character Recognition software turns hardcopies into editable electronic documents.
- Connect your USB memory device into the conveniently located port for easy storage.
- Industry-standard scan file formats including PDF, TIFF, Multi-Page TIFF and JPEG.
- The Network Scan Manager lets you quickly change scan settings and add or delete scan destination folders on your computer.

WorkCentre® 3550 Quick Facts

- Up to 35 ppm print and copy
- 600 x 600 dpi (Up to 1200 x 1200 enhanced image quality)
- 75,000 pages/month duty cycle
- 550-sheet capacity, expandable to 1,050 sheets

Print, Copy, Scan, Fax

8.5 x 14 in.

35 ppm

WxDxH:
22.9 x 19.2 x 21.8 in.
582 x 488 x 554 mm



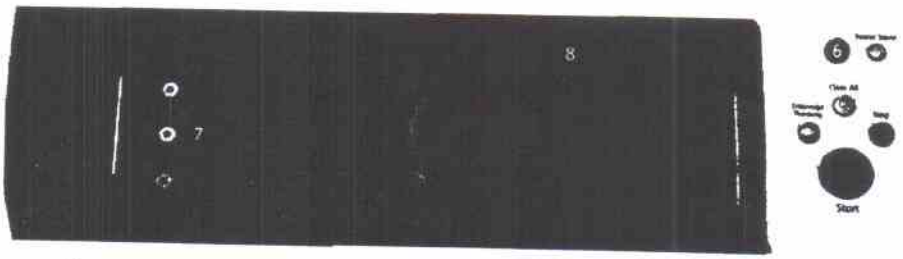
Designed with your workteam in mind

With the WorkCentre 3550, office tasks that used to require multiple manual processes can be accomplished with the touch of a button.

- **Built for the masses.** Full support for your choice of operating system platforms, whether it's Windows, Linux/UNIX or Macintosh.
- **Remote management tools.** CentreWare® Internet Services provides real-time monitoring, device setup, viewing of toner and paper levels, plus efficient supplies ordering. Xerox Status Monitor alerts users when an error occurs during printing.
- **Control access to sensitive information.** Information security is a universal need for every business. Secure print and secure fax capabilities keep your documents from printing until you're ready to release them with a unique PIN.
- **Conveniently close to your workteam.** A small footprint brings more features closer to users so there's no need to go beyond the workspace to accomplish routine tasks.
- **Remove clutter and improve productivity.** Turn your hardcopy fax and copy output into digital files that can be automatically routed to a secure server for easy storage and retrieval.
- **Guaranteed to be reliable.** We deliver on our reliability commitment with a one-year on-site warranty and the exclusive Xerox Total Satisfaction Guarantee.
- **Maximize uptime** with just one integrated print cartridge to replace and a high-capacity paper tray.



1. Duplex Automatic Document Feeder provides fast scanning, copying and faxing of two-sided multi-page jobs.
2. 50-sheet multipurpose tray handles a variety of paper and custom sizes, including envelopes, labels and post cards.
3. 500-sheet tray provides plenty of paper capacity for workgroup printing, copying and faxing.
4. An additional 500-sheet tray (optional) boosts total capacity to 1,050 sheets.
5. USB memory port lets you save to or print directly from a USB memory drive – no computer needed.
6. One-touch power-save button allows fast and simple switching to power save mode or device shut-off during periods of extended downtime. Another press of the button quickly restores power.
7. Advanced faxing capabilities include Embedded Fax and PC Fax (send only), plus Fax Folders, Secure Fax Receive and fax forwarding options.
8. Find frequently used fax numbers and email addresses in the address book. You can also print an address list.



The simple front panel makes walkup functions and features accessible with the touch of a button.

WorkCentre® 3550

Black-and-White Multifunction Printer



		WorkCentre 3550
Speed		Up to 35 ppm (Letter) / 33 ppm (A4)
Duty Cycle		Up to 75,000 pages / month[1]
Paper Handling		
Paper input	Standard	**Duplex Automatic Document Feeder:** 60 sheets; Custom Sizes: 2.75 x 5.7 in. to 8.5 x 14 in. / 69.9 x 145 mm to 216 x 356 mm
		Multipurpose Tray: 50 sheets; Custom sizes: 3 x 5 in. to 8.5 x 14 in. / 76 x 127 mm to 216 x 356 mm
		Main Tray: 500 sheets; Custom sizes: 5.8 x 8.3 in. to 8.5 x 14 in. / 148 x 210 mm to 216 x 356 mm
	Optional	**Additional Tray:** 500 sheets; Custom sizes: 5.8 x 8.3 in. to 8.5 x 14 in. / 148 x 210 mm to 216 x 356 mm
Paper output		250 sheets
Automatic two-sided printing		Standard
Print First-page-out-time		As fast as 8.5 seconds
Print resolution		600 x 600 dpi (up to 1200 x 1200 enhanced image quality)
Memory (std / max)		256 MB / 512 MB
Processor		360 MHz
Page description languages		PCL® 6 / 5e emulations, PostScript® 3™ compatibility
Connectivity		USB 2.0, 10/100Base-TX Ethernet
Print features		Automatic two-sided, Custom page size, Toner save mode, Proof print, Secure print, Watermarks, N-up, Fit to page, Overlay, Reduce/enlarge, Poster, Scaling, Booklet printing, Print from USB memory device
Copy First-page-out-time		As fast as 10 seconds
Copy resolution		600 x 600 dpi (up to 1200 x 1200 enhanced image quality)
Copy features		Automatic two-sided, Reduce/enlarge, Background suppression, Collation (DADF only), ID Card Copy, N-up (2-up/4-up), Book copy, Booklet creation, Clone copy (platen only), Poster copy (platen only)
Fax		33.6 Kbps with MH/MR/MMR/JBIG/JPEG compression[2]
Fax features		Color fax send, two-sided, Fax forward to fax/email and server (FTP, SMB), PC Fax (send only), Secure fax receive, Searchable address book, Auto redial, Last number redial, Pause, Distinctive ring, External phone interface, Journal, Confirmation reports, Auto dial list, Junk fax barrier, Persistent Flash memory, Up to 209 group dial locations, Broadcast fax, Delayed fax, Memory receive, Auto file size reduction, 7 MB fax memory
Scan Scan destinations		Scan to Email (includes up to 200 entry address book, max. message size up to 10 MB), Network Scan to PC, Scan to FTP and SMB, Direct Scan to Applications including OCR (software included), Scan to USB memory device
Scan features		Color Scanning; Up to 4800 x 4800 dpi (enhanced); File formats: JPG, PDF, TIFF, Multipage TIFF; Scan to PC Desktop® Personal Edition (includes 1 seat of Nuance® PaperPort® SE 11.0, OmniPage® 4.0 SE, Image Retriever)
Security		802.1x, SNMPv3, HTTPS, Secure Fax, SSL, IPv6, IP Filtering, Scan to Email with authentication, Secure print
Warranty		One-year on-site warranty, Xerox Total Satisfaction Guarantee

[1] Print volume uniformly distributed over 30 days. [2] Analog phone line required.

Device Management
CentreWare® Internet Services, CentreWare Web

Print Drivers
Windows® XP (32/64bit)/2003 (32/64bit)/2008Server (32/64 bit)/Vista (32/64bit)/Windows7 (32/64bit)/2008 R2 (64bit); Macintosh® OS X v10.3-10.6; Various Linux® including RedHat Enterprise Linux WS 4, 5 (32/64bit), Fedora Core 2-10 (32/64bit), SuSE Linux 9.1 (32bit), OpenSuSE 9.2, 9.3, 10.0, 10.1, 10.2 10.3, 11.0, 11.1 (32/64bit), Mandrake 10.0, 10.1 (32/64bit), Mandriva 2005, 2006, 2007, 2008 (32/64bit), Ubuntu 6.06, 6.10, 7.04, 7.10, 8.04, 8.10 (32/64bit), SuSE Linux Enterprise Desktop 9, 10 (32/64bit), Debian 3.1, 4.0, 5.0 (32/64bit)

Media Handling
Multipurpose Tray: 16 to 43 lb. bond / 60 to 163 gsm; Media types: Plain paper, letterhead, bond, heavyweight, lightweight, recycled, archive, labels, drilled, postcard, transparency, envelope; Main Tray and Additional Tray (optional): 16 to 28 lb. bond / 60 to 105 gsm; Media types: Plain paper, heavyweight, lightweight, recycled, archive; DADF: Weight: 12.5 to 28 lb / 50 to 120 gsm

Operating Environment
Operating: 50° to 90° F / 10° to 32° C; Relative humidity: 20 to 80%; Sound pressure levels: Printing: 55 dB(A), Standby: 39 dB(A); Warm-up time (from sleep mode): Less than 15 seconds

Electrical
Power: 110–127 VAC, 50/60 Hz or 220–240 VAC, 50/60 Hz; Power consumption: Standby: <60 W; Printing: 600 W; Power save: <20 W ENERGY STAR® qualified

Dimensions (WxDxH)
22.9 x 19.2 x 21.8 in. / 582 x 488 x 553 mm; Weight: 51.59 lbs / 23.4 kg without Print Cartridge; Package Dimensions (WxDxH): 26.6 x 24.3 x 27.5 in. / 676 x 619 x 699 mm

Certifications
Listed UL 60950, CE Mark applicable to Directives 2006/95/EC, 2004/108/EC and 99/5/EC, FCC Part 15 Class A, FCC Part 68

What's in the box
- WorkCentre 3550 Multifunction Printer
- Print Cartridge (5,000 print capacity[1])
- World Kit (includes Printer Installer and utilities CD, Software and documentation CD)
- Power cord, USB cable, fax cord

Supplies

Standard-Capacity Print Cartridge[1]: 5,000 std. pages	106R01528
High-Capacity Print Cartridge[1]: 11,000 std. pages	106R01530

[1] Average standard pages. Declared Yield in accordance with ISO/IEC 19752. Yield will vary based on image, area coverage and print mode.

Options

500-sheet Tray	098N02190
256 MB Memory	098N02189
Stand	097N01674
Foreign Device Interface	097N01676
Wireless Network Adapter	097S03740

Supplies Recycling Program
Consumables for the WorkCentre 3550 are part of the Xerox Green World Alliance Supplies Recycling Program. For more information, please visit the Green World Alliance website at **www.xerox.com/gwa**

For more information, call **1-877-362-6567** or visit us at **www.xerox.com/office**

©2010 Xerox Corporation. All rights reserved. XEROX® and XEROX and Design®, CentreWare® and WorkCentre® are trademarks of or licensed to Xerox Corporation in the United States and/or other countries. Adobe® and PostScript® 3™ are registered trademarks or trademarks of Adobe Systems, Incorporated. PCL® is a registered trademark of Hewlett-Packard. As an ENERGY STAR® partner Xerox Corporation has determined that this product meets the ENERGY STAR guidelines for energy 9/10. 610P730040C

WBBR-01UC

e-Catalogs Quick Order Price Verification HELP | Logout

Search Product Keyword Category List Go Line Items 6 Total $3,365.28

Warning Message

State Agency Purchasers: Check to see if the same or similar item(s) in your cart are on contract for purchase through TIBH or TCI

My Wish List

Compare Items | Update Wish List | Export Wish List

Line	Compare	Description	Supplier Name	Contract Information	Commodity Code or Supplier Part #	Price	Currency	Unit	Qty	Total	Action
1	☐	WC3550X, DRCINST & MAD: Base Unit, Up to 35 cpm. Includes 360MHz Processor, 256 MB of Memory, 60-Sheet DADF, 2 500-Sheet Paper Trays, Print, Embedded Fax, PC Fax, Color Scanning with Scan-to-Email/USB/FTP/SMB	Xerox Corporation, Office Equipment	TERM 985-L2	98513020010	$0.00	USD	EA	1	$0.00	Delete
2	☐	WC3550X, DRCINST & MAD. 36 Month Lease Includes: 10,000 copies. Overage Charge Per Copy: $0.0131 Each.	Xerox Corporation, Office Equipment	TERM 985-L2	98513022008	$64.61	USD	MO	36	$2,325.96	Delete
3	☐	WC3550X - Consulting & Training ($285) - required	Xerox Corporation, Office Equipment	TERM 985-L2	98513022073	$9.64	USD	MO	36	$347.04	Delete
4	☐	BXC - Wireless Network Adapter. 36 Month Lease	Xerox Corporation, Office Equipment	TERM 985-L2	98513022081	$6.40	USD	MO	36	$230.40	Delete
5	☐	MVA - Stand. 36 Month Lease	Xerox Corporation, Office Equipment	TERM 985-L2	98513022107	$6.84	USD	MO	36	$246.24	Delete
6	☐	MXR: Foreign Interface Device. 36 Month Lease	Xerox Corporation, Office Equipment	TERM 985-L2	98513022115	$5.99	USD	MO	36	$215.64	Delete

Return to Search

Total: $3,365.28 Empty Wish List

©2009 Vinimaya

8/27/2013	140		Tax Office Mission	237307	985-L2	8/27/2013		$93.48	N	N	36	36	$3,365.28	$3,365.28	Capital Lease

Capital Lease

237307

AI-39425 **Purchasing Department 9. J.**

CC CONSENT

Meeting Date: 08/20/2013

Submitted For: Martha L. Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Clarification of previous action taken of the following agenda items with approval of new request:

1. Previous Agenda Item #33837 on September 4, 2012: To allow the continuation of the RTK Agreement (legal has reviewed and approved document) with North American Western Data d/b/a Western Data Systems for the Satellite and Cellular Phone Systems Service in connection with the existing "Trimble Rover Kit" equipment/system **through the life term of the equipment/software/hardware/maintenance/support services in place for the user department i**ncluding the approval to pay this annual continuous service fee in the amount of $250.00 through assigned requisition #235861; and

2. Previous Agenda Item #34998 on December 4, 2012: To allow the continuation of the maintenance services agreement as provided through the DIR Contract #DIR-SDD-1796 awarded vendor, "North American Western Data Systems d/b/a Western Data Systems" **through the life term of the equipment/software/hardware/maintenance/support services in place for the user department** including the approval to pay this annual continuous service fee in the amount of $1,045.62 through assigned requisition #234254.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-10-210-001-0-336

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

BUDGETARY IMPACT:

Amount available for requisition# 235861 as of 8-9-13 $250.00 for NORTH AMERICAN WESTERN DATA SYSTEMS.

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-10-210-001-0-432

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

BUDGETARY IMPACT:

Amount available for requisition# 234254 as of 8-9-13 $1,045.62.00 for NORTH AMERICAN WESTERN DATA SYSTEMS.

Attachments

Previous AI#33837

Previous AI#34998

Requisition 235861

Requisition #234254

Additional information to Req. 235861

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/08/2013 01:19 PM
Budget & Management	Obdett Calzada	08/08/2013 01:27 PM
Manuel Chapa	Manuel Chapa	08/09/2013 11:18 AM
Auditor's Office	Monica Badillo	08/16/2013 05:22 PM

Form Started By: Vangie Garcia Started On: 06/25/2013 03:47 PM

Final Approval Date: 08/16/2013

APPROVED

AI-33837 **12. I.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted For: Martha Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the continuation of the RTK Agreement with North American Western Data Systems d/b/a Western Data Systems for the Satellite and Cellular Phone Systems Service in connection with the existing "Trimble Rover Kit" equipment/system as utilized by the Hidalgo County Planning Department in an amount of $100.00 with effective date of October 22, 2012 thru October 21 ,2013.

BACKGROUND

After third year of agreement, renewal fees will be based on an equal cost shared amongst all members of the RTK Network and will be at a cost per membership of $100.00 per year. Original purchase of the Trimble Kit and RTK Agreement previously approved on 10/21/08.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-419-10-210-001-0-336

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

BUDGETARY IMPACT:

Available funds as of 8/30/12. (Req. #213102)

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/28/2012 02:32 PM
Budget & Management	Merlen P. Munoz	08/28/2012 04:32 PM
Olga Garza	Olga Garza	08/30/2012 02:22 PM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Vangie Garcia Started On: 08/22/2012 09:01 AM

Final Approval Date: 08/31/2012

RTK MEMBERSHIP AGREEMENT

This Membership Agreement (the **"Agreement"**), dated as of the 21 day of OCTOBER, 2008, is by and between Western Data Systems Inc., a Texas Corporation (**"WDS"**), and HIDALGO COUNTY PLANNING DEPARTMENT (**"Member"**). WDS and Member are sometimes referred to herein singularly as the **"Party"** and collectively as the **"Parties"**. This Agreement will serve as a master agreement covering all Memberships the Member may control.

ARTICLE 1. BACKGROUND AND OBJECTIVES

Western Data Systems has coordinated the establishment of an RTK Network (the **"Network"**) within the State of Texas to be owned by the participating member survey companies. The Network will have its origins within the major metropolitan areas of Texas, and is anticipated to expand outward until all areas are seamlessly combined into one RTK Network covering all areas of Texas that have data cellular telephone coverage. Using Trimble Reference Stations, Trimble GPSNet and Trimble RTKNet software, a member with a Trimble Rover (hereinafter defined) working within the Network will be able to obtain RTK accuracies using only Trimble Dual Frequency GPS Receivers.

ARTICLE 2. MEMBERSHIP OBLIGATIONS

2.1. A **"Membership"** is defined as one (1) Rover activated to work within the Network. Member may have one or more Memberships under its control. Except as exempted below, Member agrees to pay a one-time fee of Two Thousand and No/100 Dollars ($2,000.00) for the first year of each Membership (**"Initial Membership Fee"**). For each Membership, WDS will issue a username and password that will allow the Rover for that Membership to access the Network.

2.2. After the initial one-year term, each Membership will automatically renew at a fee of Five Hundred and No/100 Dollars ($500.00) per year (**"Renewal Fee"**) unless Member notifies WDS in writing of its desire to terminate a Membership at least thirty (30) days prior to the end of the annual Membership term, which shall be determined by reference to the date that Membership was activated.

The Initial Membership Fee and the Renewal Fee are referred to herein collectively as the **"Membership Fees"**.

2.3. Members that agree to install a qualified Reference Station (see Attachment A) which will be owned by Member may activate up to five (5) Rovers for each of Member's Reference Stations and shall be exempt from payment of the Initial Membership Fee and the first two Renewal Fees for each of the five (5) Memberships. Member may do with these Memberships as it sees fit, including selling them or sharing them with another company or organization. Reference Stations must meet the specifications set forth by WDS (see Attachment A) to be qualified for access to the Network.

2.4. In addition to Membership Fees, Member agrees to pay the Member's proportionate share of costs for implementation, testing, operation, and maintenance of the Network that are incurred by WDS and that exceed the amount of money generated by Network Membership fees.

2.5. Member agrees to allow WDS rental equipment access to the Network at no charge.

2.6. Member agrees not to re-broadcast the RTK signal.

ARTICLE 3. WDS OBLIGATIONS

3.1. WDS will be responsible for implementation of the Network. Once the system is operational, WDS agrees to operate and maintain the Network for an initial term of five (5) years (the **"Initial Term"**). Upon expiration of the Initial Term, WDS shall continue to operate and maintain the Network unless a majority of Members votes not to renew. All direct equipment, operating and maintenance costs will be passed on to the Members AT COST.

3.2. If at any time Members vote to change the structure or procedures of the Network, and WDS feels that the change will have a detrimental effect on the Network, WDS has the right, with sixty (60) days' advance written notice to the Members, to terminate its operation and maintenance of the Network and to turn such responsibilities over to the Members.

3.3. WDS agrees to establish Reference Stations in each major city, which meet the specifications, at no cost to the Network or its Members.

3.4. WDS agrees to provide to Member the following information on a quarterly basis:

A. Names of all Member companies;
B. Number of Memberships issued for both Reference Station owners and Non-Reference Station owners;
C. Amount and source of all money paid into the Network account from Membership Fees;
D. Detailed quarterly report on expenses incurred by WDS; and
E. Estimate of any major changes that might affect costs over the next reporting period.

3.5. WDS reserves the sole right and discretion to refuse access to any Member of the Network that it determines is in breach of this Agreement.

ARTICLE 4. LIABILITY

4.1. Neither WDS any other Members shall be liable for RTK data used outside of the limits of the Network as such use may result in degraded accuracies.

4.2. Although WDS will use commercially reasonable efforts to maintain continuous RTK service, Member acknowledges that interruptions in service may occur and that data availability is not guaranteed. As a result, neither WDS nor any other Members shall be liable for the unavailability or inaccuracy of RTK data.

4.3. Member acknowledges that the Global Positioning System (**"GPS"**) is operated by the U.S. Government Department of Defense, which is solely responsible for the accuracy, daily operations and maintenance of the satellites used in that system. As a result, neither WDS nor other Members shall be liable for the unavailability or inaccuracy of GPS data.

4.4. Member acknowledges that data obtained through the RTK Network is used at its own risk.

ARTICLE 5. GENERAL

5.1. This Agreement shall not be construed as constituting either Party as partner of the other or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other or as providing either party with the right, power or authority (express or implied) to create any duty or obligation of the other Party. Each Party shall be responsible for the management, direction and control of its employees and such employees shall not be employees of the other Party.

5.2. **Force Majeure**. Neither Party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States, or any other similar cause beyond the reasonable control of such Party. In such event, the nonperforming Party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use all commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone (to be confirmed in writing within five days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

5.3. **Waiver**. No action taken pursuant to this Agreement by either Party shall be deemed to constitute a waiver by such Party of compliance with any covenant or agreement contained herein unless the waiver is made expressly in writing signed by the waiving Party, and such waiver of any breach of any provision of this Agreement shall not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

5.4. **Severability**. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law(s).

5.5. **Governing Law**. This Agreement shall be governed by the laws of the State of Texas as such laws are applied to contracts which are entered into and performed entirely within the State of Texas including the conflicts of law principles thereof. The sole and exclusive venue for any litigation or informal dispute resolution shall be Harris or Montgomery County, Texas.

5.6. **Binding Nature and Assignment**. This Agreement will be binding on the Parties and their respective successors and permitted assigns.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT. THIS STATEMENT OF THE AGREEMENT SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER DESCRIBED IN THIS AGREEMENT.

EXECUTED as of the date first written above.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

COUNTERPART SIGNATURE PAGE
TO
RTK MEMBERSHIP AGREEMENT

WDS:

WESTERN DATA SYSTEMS, INC., a Texas Corporation

Date: 10/29/08

By: _____
Ed Meche, Chief Operations Officer

MEMBER:

HIDALGO COUNTY PLANNING DEPARTMENT

Date: 10-23-08

By: _____
Name: RAUL E. SESIN
Title: PLANNING ADMINISTRATOR

Notice Address:

Company Name HIDALGO COUNTY PLANNING DEPARTMENT

Contact Name RAUL E. SESIN P.E. PLANNING ADMINISTRATOR

Address 1304 S. 25TH STREET

EDINBURG TEXAS 78539

Telephone 956-318-2840

Fax 956-318-2844

E-Mail raul.sesin@co.hidalgo.tx.us

AGREEMENT: Western Data Systems, Inc.

(Agreement For Membership For Trimble R6 Rover Kit)

A-08-435-10-21

HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

Date: 10-28-08

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

Date: 10-28-08

APPROVED BY COMMISSIONERS COURT: **10/2108**

WESTERN DATA SYSTEMS

Manuel Carrizales
801 E. Ferguson
Pharr, TX 78577
August 5, 2011

Vangie Y. Garcia
Contracts Manager
County of Hidalgo
2802 S. Business Hwy. 281
Edinburg, TX 78539

Dear Ms. Garcia:

The RTK Membership Agreement states in section 2.2 that after the initial one-year term, each membership will automatically renew at a fee of Five Hundred and No/100 dollars ($500.00) per year ("Renewal Fee").

Not stated in the agreement but generally understood is that after the third year of owning your membership the renewal fees will be based on an equal cost shared amount amongst all members of the RTK network that have already completed their third year of membership participation. This fee is typically One Hundred No/100 dollars ($100.00) but can be less.

Please attach this letter to your signed membership agreement. If you have any further questions, please don't hesitate to contact us.

Manuel Carrizales
Survey Sales Manager

Evangelina Garcia

From: Steve Crain [scrain@atlashall.com]
Sent: Tuesday, August 21, 2012 1:15 PM
To: 'Evangelina Garcia'
Subject: RE: Review of RTK Membership Agreement

The agreement is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, August 21, 2012 8:26 AM
To: 'Steve Crain'
Cc: 'Martha Salazar'
Subject: Review of RTK Membership Agreement

Good Morning Mr. Crain:
Attached for your review as to form is an agreement in place since 2008 for Hidalgo County Planning Department. It's an automatic renewal however, I still take it back on yearly basis to have the court approve for the year, which I will be placing an agenda item for the approval of this year's renewal. Currently, the Auditor's are requesting for any and all agreements be reviewed and approved by legal so as to have supporting documentation on the approval.

Appreciate your assistance on this.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

APPROVED

AI-34998 **Purchasing Department** **42. BB. 0.**

CC REGULAR

Meeting Date: 12/04/2012

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval to rescind action taken by CC on AI#34703 on October 23, 2012 for the approval to purchase the continuation of the maintenance service agreement through an assigned purchase order (Requisition #216326) with North American Western Data Systems d/b/a Western Data Systems for the Trimble 6 Surveying Equipment as previously procured on October 7, 2008 for Hidalgo County Planning Department and thus allowing to proceed with item B as follow;

B. Approval to utilize through Department Of Information Resources (DIR) Contract #DIR-SDD-1796 awarded vendor, "North American Western Data Systems d/b/a Western Data Systems" for the maintenance service agreement for the Trimble 6 Surveying Equipment through an assigned purchase order (Requisition #225129) with a revised amount of $1,369.37.

BACKGROUND

Previous requisition #216326 has been canceled and thus has been assigned a new number identified as requisition #225129. Revised amount is pursuant to the discount applied by the vendor through this DIR Contract.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1100-419-10-210-001-0-432

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

BUDGETARY IMPACT:

Attachments

PRIOR AGENDA AND MINUTES
DIR-SDD-1796
REVISED QUOTE AND REQUISITION

Form Review

Inbox	Reviewed By	Date
Purchasing Department		
Budget & Management		
Auditor's Office		

Form Started By: Vangie Garcia Started On: 10/29/2012 10:45 AM

All | Enter Search Criteria | Go

Home | Co-op Contracts | Texas.gov | Security | Data Center | Telecom | IT Leadership | About DIR | Contact Us

Cooperative Contracts

Increase Your **Technology Buying Power** today

< Return to search results < Return to Main Search

North American Western Data Systems, Inc dba Western Data Systems

URL Vendor Website
Vendor ID 17600888030
HUB Type Non HUB

DIR Contract Number DIR-SDD-1796
Contract Term End Date 3/13/2013
Contract Exp Date 3/13/2016

North American Western Data Systems, Inc dba Western Data Systems
Contact Michael Hefer
Phone (281) 987-1815
Fax (281) 987-2743

DIR
Contact Sergio Upton
Phone (512) 936-3101
Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the North American Western Data Systems, Inc dba Western Data Systems website or contact Michael Hefer at (281) 987-1815.
2. Generate a purchase order, made payable to North American Western Data Systems, Inc dba Western Data Systems. You must reference the DIR Contract Number **DIR-SDD-1796** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

Contract Overview

DIR negotiates pricing for a quantity of one. Customers are encouraged to negotiate additional discounts based on volume.

DIR maintains a default administrative fee of .50 percent. In some cases, the fee may be as low as .25 percent.

Get Adobe Reader

Contract: DIR-SDD-1796

Standard Terms and Conditions PDF - 424 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 516 KB | Updated 03/19/2012
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 84 KB | Updated 03/19/2012
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Electronic and Information Resources (EIR) Accessibility
Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Available Brands

Trimble

Available Products & Services

IT Based Land Surveying

Additional Contract Information

Appendix D, Master Operating Lease Agreement (236 KB)
Appendix E, Master Lease Agreement (300 KB)

< No thanks, return to search

Reseller Vendor Contacts

There are no resellers associated with this contract

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

NORTH AMERICAN WESTERN DATA SYSTEMS INC.
DBA WESTERN DATA SYSTEMS

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and North American Western Data Systems, Inc. DBA Western Data Systems (hereinafter "Vendor"), with its principal place of business at 14722 Regnal, Houston, Texas, 77039.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-175, on November 1, 2011, for Information Technology Based Land Surveying Equipment. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-175 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Master Operating Leasing Agreement; Appendix E, Master Leasing Agreement; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-175, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-175, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix D or Appendix E, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend

the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to information technology based land surveying equipment as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to those as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

A. Manufacturer's Suggested Retail Price (MSRP)

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index. Customer Discount includes the DIR administrative Fee specified in Section 5.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

Customer Price = MSRP – Customer Discount

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing

purchases. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

F. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

H. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one half of one percent (.50%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $500.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Dan Contreras, Director
ICT Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: dan.contreras@dir.texas.gov

If sent to the Vendor:
Michael Hefer, CEO
North American Western Data Systems Inc. DBA Western Data Systems
14722 Regnal
Houston, Texas 77039
Phone: (281) 987-1815
Facsimile: (281) 987-2743
Email: mike@westerndatasystems.com

7. Software License, Service and Lease Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Master Operating Leasing Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix D of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

C. Master Leasing Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix E of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions.

8. Intellectual Property Matters

A. Definitions

1." Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2. "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method,

process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3. "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to Customer under this Contract.

5. "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday thru Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will

cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product, shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. Hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.
The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.
Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertains to the Work Product.

H. Vendor License to Use.
Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.
To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

This Contract is executed to be effective as of the date of last signature.

North American Western Data Systems Inc. DBA Western Data Systems

Authorized By: _/Signature on File/_____

Name: ___Michael Hefer_____

Title: ____CEO_____

Date: ____03/05/2012_____

The State of Texas, acting by and through the Department of Information Resources

Authorized By: ___/Signature on File/_____

Name: Carl Marsh

Title: Chief Operating Officer

Date: __03/13/2012_____

Office of General Counsel: _/Signature on File/__03/13/2012_____

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

Table of Contents

1. Contract Scope 1

2. No Quantity Guarantees 1

3. Definitions 1

4. General Provisions 2

   A. Entire Agreement 2
   B. Modification of Contract Terms and/or Amendments 2
   C. Invalid Term or Condition 2
   D. Assignment 3
   E. Survival 3
   F. Choice of Law 3
   G. Limitation of Authority 3

5. Product Terms and Conditions 3

   A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only) 3
   B. Purchase of Commodity Items (Applicable to State Agency Purchases Only) 4

6. Contract Fulfillment and Promotion 4

   A. Service, Sales and Support of the Contract 4
   B. Use of Order Fulfillers 4
      1) Designation of Order Fulfillers 4
      2) Changes in Order Fulfiller List 5
      3) Order Fulfiller Pricing to Customer 5
   C. Product Warranty and Return Policies 5
   D. Customer Site Preparation 5
   E. Internet Access to Contract and Pricing Information 5
      1) Vendor Website 5
      2) Accurate and Timely Contract Information 6
      3) Website Compliance Checks 6
      4) Website Changes 6
      5) Use of Access Data Prohibited 6
      6) Responsibility for Content 6
   F. DIR Logo 6
   G. Vendor and Order Fulfiller Logo 7
   H. Trade Show Participation 7
   I. Orientation Meeting 7
   J. Performance Review Meetings 7
   K. DIR Cost Avoidance 7

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

7. Purchase Orders, Invoices, and Payments 7

A. Purchase Orders 8
B. Invoices 8
C. Payments 8

8. Contract Administration 8

A. Contract Administrators 8
1) State Contract Administrator 8
2) Vendor Contract Administrator 8
B. Reporting and Administrative Fees 9
1) Reporting Responsibility 9
2) Detailed Monthly Report 9
3) Historically Underutilized Businesses Subcontract Reports 9
4) DIR Administrative Fee 9
5) Accurate and Timely Submission of Reports 9
C. Records and Audit 10
D. Contract Administration Notification 11

9. Vendor Responsibilities 11

A. Indemnification 11
B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE 12
C. Vendor Certifications 13
D. Ability to Conduct Business in Texas 14
E. Equal Opportunity Compliance 14
F. Use of Subcontractors 15
G. Responsibility for Actions 15
H. Confidentiality 15
I. Security of Premises, Equipment, Data and Personnel 15
J. Background and/or Criminal History Investigation 15
K. Limitation of Liability 16
L. Overcharges 16
M. Prohibited Conduct 16
N. Required Insurance Coverage 16
O. Use of State Property 17
P. Immigration 18
Q. Public Disclosure 18
R. Product and/or Services Substitutions 18
S. Secure Erasure of Hard Disk Products and/or Services 18
T. Deceptive Trade Practices; Unfair Business Practices 18

10. Contract Enforcement 19

A. Enforcement of Contract and Dispute Resolution 19
B. Termination 19
1) Termination for Non-Appriation 19
a) Termination for Non-Appropriation by Customer 19

b) Termination for Non-Appropriation by DIR 19
2) Absolute Right 20
3) Termination for Convenience 20
4) Termination for Cause 20
a) Contract 20
b) Purchase Order 20
5) Customer Rights Under Termination 21
6) Vendor or Order Fulfiller Rights Under Termination 21
C. Force Majeure 21

11. Notification 21

A. Notices 21
B. Handling of Written Complaints 21

12. Captions 22

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. Contract Scope

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. No Quantity Guarantees

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

3. Definitions

A. **Customer** - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
5) A local workforce development board created under Section 2308.253;
6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
9) A nonprofit organization that provides affordable housing.

B. **Compliance Check** – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.
C. **Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.
D. **CPA** – refers to the Texas Comptroller of Public Accounts.
E. **Day** - shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
F. **Order Fulfiller** – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.
G. **Purchase Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
H. **State** – refers to the State of Texas.

4. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can weaken a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in

any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party. Any other assignment by a party shall require the written consent of the other party. Each party agrees to cooperate to amend the Contract as necessary to maintain an accurate record of the contracting parties.

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

F. Choice of Law

The laws of the State of Texas shall govern the construction and interpretation of the Contract. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or Texas Department of Information Resources.

5. Product Terms and Conditions

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later thirty (30) days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State of Texas

Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 5.B.2 below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR.

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 5.B.

6. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

B. Use of Order Fulfillers

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) Designation of Order Fulfillers

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification

Number, Order Fulfiller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiller participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiller from participating in other procurement opportunities offered through DIR.

2) Changes in Order Fulfiller List

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiller information listed in Section 6.B.1.a above.

3) Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall comply with the Customer price as stated within Section 4 of the Contract. This pricing shall only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products.

D. Customer Site Preparation

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

E. Internet Access to Contract and Pricing Information

1) Vendor Website

Within thirty days of the effective date of the Contract, Vendor will establish and maintain a website specific to the product and service offerings under the Contract which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include: the product and services offered, product and

service specifications, Contract pricing, designated Order Fulfillers, contact information for Vendor and designated Order Fulfillers, instructions for obtaining quotes and placing Purchase Orders, and warranty and return policies. The Vendor's website shall list the DIR Contract number, reference the DIR Information and Communications Technology (ICT) Cooperative Contracts program, display the DIR logo in accordance with the requirements in paragraph F of this Section, and contain a link to the DIR website for the Contract.

2) Accurate and Timely Contract Information
Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Website Compliance Checks
Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is uniform with the pricing as stated in Section 4 of the Contract.

4) Website Changes
Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited
If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content
Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. DIR Logo

Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller

logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

G. Vendor and Order Fulfiller Logo

DIR may use the Vendor's and Order Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller' trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

H. Trade Show Participation

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in one or more DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

I. Orientation Meeting

Upon thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

J. Performance Review Meetings

DIR will require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract. The meetings will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

K. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the products.

7. Purchase Orders, Invoices, and Payments

A. Purchase Orders

All Customer Purchase Orders will be placed directly with the Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Order Fulfiller when accepted by Order Fulfiller.

B. Invoices

1) Invoices shall be submitted by the Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Order Fulfiller.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

C. Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments.

8. Contract Administration

A. Contract Administrators

DIR and the Vendor will each provide a Contract Administrator to support the Contract. Information regarding the Contract Administrators will be posted on the Internet website designated for the Contract.

1) State Contract Administrator
DIR shall provide a Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) advising DIR of Vendor's performance under the terms and conditions of the Contract, and iii) periodic verification of product pricing and monthly reports submitted by Vendor.

2) Vendor Contract Administrator
Vendor shall provide a dedicated Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between a Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Administrator if the assigned Contract Administrator is not, in the opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Order Fulfillers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Vendor's applicable Contract books at DIR's expense.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous month period. Reports shall be submitted to the DIR ICT Cooperative Contracts E-Mail Box at ict.sales@dir.texas.gov. Reports are due on the fifteenth (15th) calendar day after the close of the previous month period. It is the responsibility of Vendor to collect and compile all sales under the Contract from participating Order Fulfillers and submit one (1) monthly report. The monthly report shall include, per transaction: the detailed sales for the period, the Order Fulfiller's company name, if applicable, Customer name, invoice date, invoice number, description n, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The administrative fee is specified in Section 5 of the Contract. Payment of the administrative fee shall be due on the fifteenth (15th) calendar day after the close of the previous month period.

b) Vendor shall reference the DIR Contract number on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or

late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at DIR's expense.

C. Records and Audit

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying

Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Upon execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR ICT Cooperative Contracts E-Mail Box information.

9. Vendor Responsibilities

A. Indemnification

1) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract REGARDLESS OF THE NEGLIGENCE OF THE CUSTOMER, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES. VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCIES AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

2) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES, from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

b) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

3) Independent Contractor

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR OR THE STATE OF TEXAS.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS SHALL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY VENDOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

C. Vendor Certifications

Vendor certifies that it and its designated Order Fulfillers: (i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract; (ii) are not currently delinquent in the payment of any franchise tax owed the State of Texas and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate; (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract; (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate; (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract; (vii) are not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration; (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control; (ix) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328; (x) Vendor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas; (xi) Vendor certifies that they are in compliance Section 669.003, Texas

Government Code, relating to contracting with executive head of a state agency; (xii) Vendor certifies for itself and its subcontractors that it has identified all current or former, within the last five years, employees of the State of Texas assigned to work on the DIR Contract 20% or more of their time and has disclosed them to DIR and has disclosed or does not employ any relative of a current or former state employee within two degrees of consanguinity, and, if these facts change during the course of the Contract, Vendor certifies it shall disclose for itself and on behalf of subcontractors the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity; (xiii) Vendor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, Vendor certifies it shall disclose for itself and on behalf of subcontractors the actual or potential conflict of interest and any circumstances which create the appearance of impropriety; (xiv) Vendor represents and warrants that the Customer's payment to Vendor and Vendor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; (xv) under Section 2155.006, Government Code, Vendor certifies that the individual or business entity in this contract is not ineligible to receive the specified contract and acknow edges that this contract may be terminated and payment withheld if this certification is inaccurate; and (xvi) Vendor certifies that it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures.. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract. During the term of the Contract, Vendor shall, for itself and on behalf of its subcontractors, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

D. Ability to Conduct Business in Texas

Order Fulfiller shall be an entity authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas.

E. Equal Opportunity Compliance

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and

women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. A revised Subcontracting Plan shall be required before Vendor can engage additional subcontractors in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

G. Responsibility for Actions

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Item 18 of Appendix A to the RFO and/or Section 9.C. (xii) and (xiii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

H. Confidentiality

1) Vendor acknowledges that DIR and Customers that are state agencies are government agencies subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be

providing services to the Customer under the Contract may be performed by certain Customers having legislative authority to require such investigations. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of patent, trademark, or copyright infringement.

L. Overcharges

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A+ financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. The Customer and DIR will be named as

Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) **Commercial General Liability**

Commercial General Liability must include a combined single limit of $500,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate of $500,000. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;
b) Independent Contractor coverage;
c) State of Texas, DIR and Customer listed as an additional insured;
d) 30-day Notice of Termination in favor of DIR and/or Customer; and
e) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

2) **Workers' Compensation Insurance**

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of $250,000 bodily injury per accident, $500,000 bodily injury disease policy limit and $250,000 per disease per employee.

3) **Business Automobile Liability Insurance**

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation;
b) 30-day Notice of Termination; and
c) Additional Insured.

O. Use of State Property

Vendor is prohibited from using the Customer's equipment, the Customer's Location, or any other resources of the Customer or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of the 1996 Act who will perform any labor or services under this Contract. Nothing herein is intended to exclude compliance by Vendor with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

No public disclosures or news releases pertaining to this contract shall be made without prior written approval of DIR.

R. Product and/or Services Substitutions

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Products and/or Services

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

a) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

b)Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

10. Contract Enforcement

A. Enforcement of Contract and Dispute Resolution

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

B. Termination

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 11.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR or Vendor may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting

party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order.

5) Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

6) Vendor or Order Fulfiller Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

11. Notification

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

12. Captions

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

Appendix C to DIR Contract No. DIR-SDD-1796
Pricing Index

Product Description	Customer Discount
Trimble	
Survey Products	12.50%
GIS/Mapping Products	12.50%
Building Construction Tools	14.50%
Trimble Compatible Peripheral Items: Including USR Ground Penetrating Radar, Schonstedt Pipe Locators and Ricoh Digital Cameras	9.50%
Services	
Maintenance and Repair	9.50%
Training	9.50%
Extended Hardware Warranties	12.50%
Extended Firmware Warranties	12.50%



Google Search
only search WDS



DIR Contract Number: DIR-SDD-1796

Manufacturer/Product Line/Product Category/Service Categories/Training Categories	Customer Discount % off MSRP	Description of MSRP
Trimble Survey GPS Products	12.50%	Manufacturer's List Price
Trimble Survey Optical Total Stations	12.50%	Manufacturer's List Price
Trimble GIS/Mapping Products	12.50%	Manufacturer's List Price
Trimble Building Construction Tools	14.50%	Manufacturer's List Price
Trimble Peripheral Support Products	12.50%	Manufacturer's List Price
Trimble Data Collectors for Survey/GIS Mapping Data	12.50%	Manufacturer's List Price
Trimble compatible Peripheral Items: Including USR Ground Penetrating Radar, Schonstead Pipe Locators and Reco Digital Cameras	9.50%	Manufacturer's List Price
Services		
Maintain and Repair Services	9.50%	WDS Published Rates
Training	9.50%	WDS Published Rates
Extended Hardware Warranties	12.50%	Manufacturer's List Price
Extended Firmware Warranties	12.50%	Manufacturer's List Price
Optional Items		
Lease/Rental of all products covered via DIR	7.50%	WDS Published Rates

Requisition

Req # 00235861

PO #

Date: 04/30/13

Bill To: x
x

Vendor : 343587
NORTH AMERICAN WESTERN DATA SYSTEMS
DBA WESTERN DATA SYSTEMS
14722 REGNAL STREET
HOUSTON TX 77039-1042
FAX (281)987-2743

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: Irma Castillo
956-318-2840

Contract No:

Special Instructions:
Req 43

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Membership Contract Renewal effective 10-22-13 to 10-21-14 QUOTE R128393 DO NOT DUPLICATE ORDER		
1.00	YEAR	Annual Membership Renewal fee for the Statellite and Cellular Phone systems for the Trimble 6 Surveying Equipment (surveying equipment and accessories purchased from Trimble Navigation Systems and Martin Instruments) PC 92045	250.00	250.00
		Account No	Encumbrance	
		3-1100-419-10-210-001-0-336	250.00	
			Freight	.00
			Total	250.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Western Data Systems
14722 Regnal Street
Houston, TX 77039-1042
United States
Phone No.: 281-987-1815
Fax No.: 281-987-2743
Home Page: www.wds-us.com

NETWORK MEMBERSHIP INVOICE

Invoice Number: RI28393
Invoice Date: 06/25/13
Page: 1

Bill
To: Hidalgo County Planning Dept.
1304 South 25th Street
Edinburg, TX 78539

Ship
To: Hidalgo County Planning Dept.
1304 South 25th Street
Edinburg, TX 78539

Customer ID	426100
Ship Via	
Terms	Net 30 Days
Pmt Method	
Due Date	07/25/13

P.O. Number	VRS MEMBERSHIP
P.O. Date	06/25/13
Our Order No.	VRS00937
Salesperson	Pratt Vivekanandan
Sales Team	

Items Rented

Item / Description	Quantity	Rental Term	From / Thru	Unit Price	Total Price
VRS-RENEW Annual Membership Renewal for Login ID: hcpd01	1.00 Each	Misc.	10/22/13 10/21/14	250.00	250.00

Total: 250.00

Please remit to: 14722 Regnal Houston, TX 77039

WESTERN DATA SYSTEMS

14722 REGNAL • HOUSTON, TEXAS 77039
TEL: (281) 987-1815 • FAX (281) 987-2743

LAT 29 55 47 29 LON 95 22 40 19W

December 5, 2012

For those unable to attend this year's RTK Network meeting held at TSPS, you may have missed several announcements regarding actions taken over the last year to modernize and improve your Cooperative Network. Improvements that include upgraded software and servers, improved backup and redundancy, additional management resources, and most exciting of all, the network is currently being updated to more closely match the CORS 2010 Epoch 2011 Reference Frame.

For the first time, the Renewal Fee for Members beyond their third year will increase slightly to $250. This increase is necessary to maintain the modernization efforts and to offset the drop in renewal fees due to a high percentage of Members who have surpassed their third year of $500. As our Membership base matures beyond their third year, the Renewal revenues decrease.

We understand any increase in fees is never desired, but remember, $250 per year breaks down to less than $1 per day for access to the largest, most advanced, and most widely used Network anywhere. For comparison, most networks charge $295 per month and more. Please keep in mind any Memberships allowed to expire will be forfeited and required to start over as new Memberships at the full rates.

If you have any questions, please feel free to contact us at any time.

Sincerely,

Your WDS RTK Network Management Team.

Requisition

Req # 00234254

PO #

Date: 04/02/13

Bill To: x
x

Vendor : 343587
NORTH AMERICAN WESTERN DATA SYSTEMS
DBA WESTERN DATA SYSTEMS
14722 REGNAL STREET
HOUSTON TX 77039-1042
FAX (281)987-2743

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: Irma Castillo
956-318-2840

Contract No: DIR SDD 1796

Special Instructions:
Req. 34

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		This is Maintenance for the GPS Receiver HW & FW and Data Collector, CUHW & Field SW Maintenance DIR-Contract No.-SDD-1796 (12.50% DIR discount of $149.38) Warranty includes the data collector and receiver s/n: SS84C35881 AND 48371577; AS PER QUOTE SQ-15430 DO NOT DUPLICATE ORDER		
1.00	EACH	CO EWLS-GPS System Hardware & Field Software Maintenance (PC 93831)	1,045.62	1,045.62
				.00
		Account No	Encumbrance	
		3-1100-419-10-210-001-0-432	1,045.62	
			Freight	.00
			Total	1,045.62
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

SALES QUOTE

Sales Quote Number: SQ-15430
Sales Quote Date: 06/26/13
Page: 1

Quote Expiration Date: 07/26/13

Sell
To: Hidalgo County Planning Dept.
Irma Castillo
1304 South 25th Street
Edinburg, TX 78539

Ship
To: Hidalgo County Planning Dept.
Evangelina Garcia
1304 South 25th Street
Edinburg, TX 78539

Customer ID 426100

Ship Via Email codes

Terms Net 30 Days

SalesPerson Pratt Vivekanandan

Item No.	Description	Unit	Quantity	Unit Price	Total Price
EWLS-GPS-SYSTE	GPS System Hardware & Field Software Maintenance Warranty includes the data collector and receiver s/n: SS84C35881 & 4837157703 Coverage starts 01/01/14 and ends 12/31/14	Each	1	1,195.00	1,195.00
DIR	DIR CONTRACT NO - DIR-SDD-1796 12.50 % DIR Discount $149.38	Each	1	-149.38	-149.38

Amount Subject to Sales Tax	Amount Exempt from Sales Tax
0.00	1,045.62

Subtotal:	1,045.62
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	1,045.62

WESTERN DATA SYSTEMS

14722 REGNAL • HOUSTON, TEXAS 77039
TEL: (281) 987-1815 • FAX (281) 987-2743

LAT 29 55 47 29 LON 95 22 40 19W

December 5, 2012

For those unable to attend this year's RTK Network meeting held at TSPS, you may have missed several announcements regarding actions taken over the last year to modernize and improve your Cooperative Network. Improvements that include upgraded software and servers, improved backup and redundancy, additional management resources, and most exciting of all, the network is currently being updated to more closely match the CORS 2010 Epoch 2011 Reference Frame.

For the first time, the Renewal Fee for Members beyond their third year will increase slightly to $250. This increase is necessary to maintain the modernization efforts and to offset the drop in renewal fees due to a high percentage of Members who have surpassed their third year of $500. As our Membership base matures beyond their third year, the Renewal revenues decrease.

We understand any increase in fees is never desired, but remember, $250 per year breaks down to less than $1 per day for access to the largest, most advanced, and most widely used Network anywhere. For comparison, most networks charge $295 per month and more. Please keep in mind any Memberships allowed to expire will be forfeited and required to start over as new Memberships at the full rates.

If you have any questions, please feel free to contact us at any time.

Sincerely,

Your WDS RTK Network Management Team.