



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

E-12-281-11-06

October 16, 2012

Espinosa Law Firm, LLC
C/O Mercedes S. Espinosa
3415 W. Alberta Road
Edinburg, Texas 78539

Via email: Mercedes@espinosalawfirm.com
Cert. Mail: 7099 3220 0002 9744 7454

Effective from: 01-01-13 thru 12-31-13

Re: C-10-135-01-11
"Legal Services for Civil Service Commission"

Dear Ms. Espinosa:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's final one (1) year option to exercise an extension as provided in the current letter of engagement (with new rate structure and same terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of October 30, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Monday, October 22, 2012, via facsimile to (956) 956-292-7612 or email to: cris.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____

Date: _____

10-22-12

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department

LETTER OF ENGAGEMENT FOR LEGAL SERVICES

C-10-135-01-11

This letter of Engagement for Legal Services (the "Agreement") is entered into effective as of January 1, 2011 (the "Effective Date"), by and among the County of Hidalgo, State of Texas, (the "County") and The Espinosa Law Firm, L.L.C. ("Attorneys").

WHEREAS, the Hidalgo County Civil Service Commission (the "Commission") has requested that the County, pursuant to Section 158.011, Texas Local Government Code, contract with licensed Texas attorneys to provide legal services to the Commission;

WHEREAS, County, pursuant to the requirements of Texas law, issued a Request for Qualifications No. 2010-135-09 15CGV, entitled "Request for Qualifications for Legal Services";

WHEREAS, the County has determined that the Attorneys meet the qualifications set forth in the Request for Qualifications and the County has no objection to the Attorney's appointment as legal counsel for the Commission.

NOW THEREFORE, the County and the Attorneys agree as follows:

1. Pursuant to Section 158.011, Texas Local Government Code, and subject to the terms of this Agreement, Attorneys are retained as legal counsel for the Commission, and Attorneys accept its appointment as legal counsel for the Commission.

2. The legal fee for legal services performed by the Attorneys for the Commission will be at the rate of \$150.00 per hour, prorated for any portion of an hour based on "tenths of an hour." Subject to Section 4 hereof, Attorneys may charge for any and all time spent on Commission business, including, but not limited to, attendance at Commission meetings, conferences with individual Commission members, conferences with third parties, conferences with County staff, preparation for meetings, research, rule development, and correspondence. Subject to Section 4 hereof, the Attorneys will also be reimbursed for reasonable expenses incurred during the course of Attorney's legal representation of the Commission, including but not limited to, outgoing faxes, postage, copying costs, long distance telephone charges and mileage.

3. The scope of legal representation includes, but is not necessarily limited to, the following:

A. Advice regarding statutes, case law and regulations affecting the Commission and the Commission's responsibilities under Subchapter A, Chapter 158, Texas Local Government Code;

- B. Advice regarding Commission Rules, and development of Commission Rules;
- C. Conferences with Commission members, County staff and third parties as needed;
- D. Attendance at Commission meetings; and
- E. Advice to Commission regarding meetings, hearings and other matters pending before the Commission.

4. The County, without prior authorization, will pay Attorneys for the actual time spent at Commission meetings each month and for up to fifteen (15) additional hours (on a non-cumulative basis) each month for other legal services actually performed or requested by a Commission member and performed by the Attorneys on Commission business during the month. Any request by the Attorneys for payment of legal services in any month in excess of the amount set herein must be accompanied by an executed Legal Services Authorization Request Form signed by the Attorneys, a Commission member and the Hidalgo County Budget Officer or his representative, and shall state the proposed expenditure for such legal services. A copy of the Legal Services Authorization Request Form is attached hereto as Attachment "A".

5. Although the Attorneys do not expect any conflicts to arise during Attorneys' representation of the Commission, Attorneys reserve the right to withdraw from representation of the Commission should any of the following occur:

- A. Nonpayment of fee statement and/or serious past due accounts;
- B. Resistance or refusal by the Commission to provide assistance to Attorneys in the performance of Attorneys' legal representation of the Commission;
- C. In the Attorneys opinion, a conflict of interest arises during the legal representation which is/was not apparent at the outset of the legal representation; or
- D. Any other situation exists which compromises Attorneys' ability to represent the Commission in a legal matter and/or compromises legal and ethical obligation to the State of Bar of Texas in general.

Should any situation arise which would lead Attorneys to reasonably believe that the Attorneys needs to withdraw from legal representation of the Commission on a matter, the Attorneys agrees to discuss the reasons for any withdrawal with the Commission, and take any steps necessary to rectify the situation, if possible, and recommend other legal counsel.

6. Subject to any requirement for "prior authorization" as described in Section 4 hereof, Attorneys may request that other legal counsel assist Attorneys in fulfilling its

legal obligations to the Commission.

7. This Agreement is for a term of two (2) years from the Effective Date with the County's option to renew and extend for one (1) additional year under the rates described in Attachment "B" attached hereto and incorporated herein for all purposes and under all other terms and conditions stated herein.

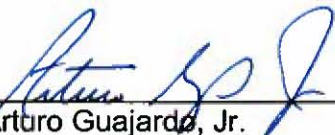
8. This Agreement may be terminated by County upon fourteen (14) days prior written notice. This Agreement may be terminated by Attorneys upon sixty (60) days prior written notice.

Executed and effective as of the Effective Date.

HIDALGO COUNTY, TEXAS


Ramon Garcia, County Judge

ATTEST:

BY: 
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved by Commissioners' Court
on 

ESPINOSA LAW FIRM, L.L.C.

By: 
Mercedes S. Espinosa, Partner

Date: 1/27/11

APPROVED BY COMMISSIONER'S COURT ON: 1-11-, 2011

APPROVED AS TO FORM:

By: 
JOSEPHINE RAMIREZ
ASSISTANT CRIMINAL DISTRICT ATTORNEY

ATTACHMENT "A"

**LEGAL SERVICES AUTHORIZATION REQUEST FORM
C-10-135-01-11**

THIS LEGAL SERVICES AUTHORIZATION REQUEST FORM (the "Request") dated _____ is made pursuant to the terms and conditions of a Letter of Engagement for Legal Services ("Agreement") made by and among the COUNTY OF HIDALGO, TEXAS, (the "Client"), and the ESPINOSA LAW FIRM, L.L.C., (the "Attorneys").

Part 1. Scope of Legal Services. The purpose of this Request is:

Part 2. Hour/Cost. The estimated cost and expenses for legal services under this Request is \$ _____. The estimated cost and expenses are based upon the hours/costs outlined in Attachment "B" of the Agreement.

Part 3. Payment. Compensation and payment to the Attorneys for the legal services established under this Request shall be made in accordance with the Agreement. If the estimated cost is exceeded, Attorneys will present an additional supplemental Request prior to incurring expenditures in excess of amounts approved in this Request.

Part 4. Period of Service. All legal services associated with this Request shall be performed within the time necessary to complete the legal services requested and authorized through the terms and conditions described in this Request and in the Agreement.

Part 5. Responsibilities and Obligations. This Request does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. Hidalgo County Civil Service Commission Member Authorization:

HIDALGO COUNTY CIVIL SERVICE COMMISSION

Printed Name: _____

Part 7. Acceptance and Acknowledgment. This Request is effective when executed by the Client pursuant to Part 6, and by Attorneys pursuant to this Part 7, together with approval

of the expenditure of funds associated with the Request by the County's Budget Officer in Part
The Espinosa Law Firm, L.L.C.

By: Mercedes Salinas Espinosa, Partner

Part 8: Budgetary Impact: _____.

Approved and appropriated: Yes: _____ No: _____

Valde Guerra, Hidalgo County Budget Officer

OR

Designee

Printed Name of Budget Department Designee

ATTACHMENT "B"

C-10-135-01-11

LEGAL SERVICES RATE STRUCTURE HIDALGO COUNTY CIVIL SERVICE COMMISSION

ESPINOSA LAW FIRM, L.L.C.
3415 W. Alberta Road
Edinburg, Texas 78539
956/686-6490 (Telephone)
956/686-6491 (Fax)

JANUARY 1, 2011- DECEMBER 31, 2012

ATTORNEY, PARTNER.....	\$150.00/hour
ATTORNEY, ASSOCIATE.....	\$125.00/hour
LEGAL ASSISTANT.....	\$50.00/hour
OFFICE STAFF/SPECIAL PROJECTS.....	\$35.00/hour

JANUARY 1, 2013 - DECEMBER 31, 2013
(Additional 1 year term)

ATTORNEY, PARTNER.....	\$165.00/hour
ATTORNEY, ASSOCIATE.....	\$140.00/hour
LEGAL ASSISTANT.....	\$60.00/hour
OFFICE STAFF/SPECIAL PROJECTS.....	\$45.00/hour

AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

I, Mercedes S. Espinosa, a partner of the Espinosa Law Firm, L.L.C. (the "Firm") make this affidavit and hereby on oath state the following:

The Firm consists of two partners, none of which are employees. We employ one (1) employee who works less than forty (40) hours per week and one (1) employee who works less than twelve (12) hours per week.

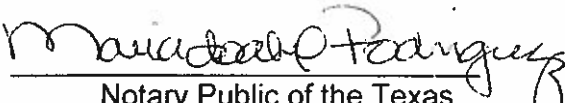
The Firm is not required to purchase Workers Compensation Insurance in accordance with Texas Labor Code Chapter 401.



Mercedes S. Espinosa

ACKNOWLEDGEMENT

Sworn and subscribed before me this 21st day of December 2010, by Mercedes S. Espinosa.



Notary Public of the Texas

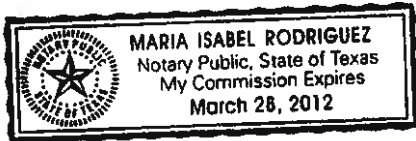


EXHIBIT A

REQUIREMENTS/TERMS AND CONDITIONS

HIDALGO COUNTY REQUEST FOR QUALIFICATIONS

**"LEGAL SERVICES-HIDALGO COUNTY
CIVIL SERVICE COMMISSION"**

RFQ NO: 2010-135-09-15CGV

Hidalgo County is inviting statements of qualifications from qualified legal firms for "Legal Services for Civil Service Commission" Hidalgo County is seeking to enter into a legal services contract(s) with state-registered (Texas) legal firm. Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of "**Legal Services-Hidalgo County Civil Service Commission-Request for Qualifications**" as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, September 15, 2010. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ NO: 2010-135-09-15CGV

US Postal Mail address:

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

Physical Address:

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

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that "Request For Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:

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

Physical Address:

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, September 8, 2010 at 5:00 P.M. at (956) 292-7612, and/or BY EMAIL TO: cris.villarreal@co.hidalgo.tx.us Responses will be sent to all applicants via facsimile by Friday, September 10, 2010. **TELEPHONE INQUIRIES WILL NOT BE**

ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering RFQ, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS/QUALIFICATIONS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:

It is intended that the term of the contract will be for an initial period of two (2) years, with County's option to renew for an additional one (1) year term, under the same rates, terms and conditions.

The County has the option to extend for sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract under the same rates, terms and

conditions.

DAVIS BACON ACT: (If Applicable)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:

The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with competent, qualified legal firm(s) to engage legal services in the area of employment law for the Hidalgo County Civil Service Commission hereafter referred to as "the Commission", but not limited to, the following:

- Attorney(s) licensed to practice law in the State of Texas;
- Attorney(s) with a minimum of five (5) years in General Civil Law;
- At least two (2) years experience in labor and/or employment law;
- At least two (2) years in matters pertaining to Federal, County or Municipal Civil Service law;
- Provide documentation demonstrating any experience rendering the scope of service required;

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by the State of Texas, Hidalgo County. All qualified attorneys are required to furnish a certification or acknowledgment stating that the attorney(s) is/are free from suspension or debarment pursuant to federal regulations 45CRF76. Certification form is included in this packet and must be completed and submitted as part of the response on the RFQ. The legal firm(s) should add copies of its/their Professional Liability Insurance as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein.

OVERVIEW:

Hidalgo County established its' Civil Service System in May of 1994. In addition to Hidalgo County departments (with some exemptions) the following programs or participants also come before "the Commission";

- Hidalgo County Head Start Program;
- Hidalgo County Urban County Program;
- Hidalgo County Service Agency (CSA);
- Hidalgo County Drainage District No. 1;

SCOPE OF SERVICES:

The services required by "the Commission" Hidalgo County Service Commission program are services related to employment law, including but not limited to, as follows:

1. Firm must become thoroughly familiar with Hidalgo County Civil Service Commission system and more specifically as it pertains to "the Commission";
2. Be available to meet with members of "the Commission" on an "As Needed Basis" in order to assist and provide "Legal Services" with respect to Civil Service Commission statutes, rules and/or orders relevant to matters pending directly to hearings only;
3. Attendance at the Civil Service Commission meetings on an "As Needed Basis" to advice and counsel "the Commission" in connection with matters pending at hearings only;

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated based on the scope of work and services.

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA:

The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, at the sole discretion of Commissioner's Court a presentation may be requested from the participating firm(s) that have scored at least 80 points in order to complete and finalize the ranking.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the RFQs received in response to this Hidalgo County request for qualifications.

(B) After the RFQs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Qualifications will be graded on a point system with emphasis on ability to service the County and experience in seeking funding and assistance through federal and state agencies, private sector(s) and other sources, including but not limited to the following:

A. Firm(s) Qualifications (30)

The firm(s) should provide the resume of each of the firms' professionals. All attorneys should be licensed to practice in the State of Texas. Any specializations or board certifications should also be detailed in each résumé. Copies of current valid licenses, certifications and registrations should be included in this section and other pertinent information that demonstrates their qualifications to perform the services required.

B. Understanding of Project/Similar Services (40)

The firms should provide as much background information as to its' experience in providing similar services to City, County, School or any other governmental agencies. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

C. Experience of Project Team/Ability to Commit Resources (30)

The provider shall designate experienced staff to completely and efficiently perform the services. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. The firm must state the approach and/or (methodology) in achieving and rendering all services detailed and required and ability to commit resources.

TERMINATION OF SERVICES:

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation, or (d) until County has engaged the services of a new consultant for Hidalgo County Civil Service Commission.

STATEMENTS OF QUALIFICATION SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

<p><u>US Postal Mail address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539</p>	<p><u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p>
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RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, September 15, 2010.**

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFQ.

CHARTIS

National Union Fire Insurance Company of Pittsburgh, Pa.®

175 Water Street
New York, NY 10038

LAWYERS PROFESSIONAL LIABILITY POLICY

POLICY NUMBER: 018190487

REPLACEMENT OF:

NOTICE

THIS IS A CLAIMS-MADE AND REPORTED FORM. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS GENERALLY LIMITED TO LIABILITY FOR THOSE CLAIMS THAT ARE FIRST MADE AGAINST INSUREDS DURING THE POLICY PERIOD AND REPORTED TO THE INSURER AS THE POLICY REQUIRES. DEFENSE COSTS REDUCE THE LIMIT OF LIABILITY. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER TO DETERMINE WHAT IS AND WHAT IS NOT COVERED.

Terms appearing in bold type have special meanings. See the Definitions for more information

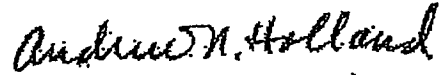
DECLARATIONS

ITEMS	
1 a. NAME OF FIRM	(the "Firm") Espinosa Law Firm, L.L.C.
	MAILING ADDRESS: 3415 West Alberta Road Edinburg, TX 78539
1 b. PREDECESSOR FIRM(S)	(the "Predecessor Firm(s)") As per Application
2 POLICY PERIOD	Inception Date: 11/12/2011 Expiration Date: 11/12/2012 12:01 A.M. at the address stated in Item 1 above.
3 LIMIT OF LIABILITY	
(a) per Claim	\$ 1,000,000
(b) Aggregate	\$ 1,000,000
(c) Separate Limit of Liability - Disciplinary Proceedings	\$ 25,000
4 RETROACTIVE DATE	11/12/2009
5 DEDUCTIBLE	
each Claim:	\$ 5,000
6 TOTAL PREMIUM	\$ 2,946.00
7	Name and Address for Notice/Claims Reporting: AFPD One Hollow Lane, Suite 204 Lake Success, New York 11042 Reference 018190487
8	Name and Address of Insurer: National Union Fire Insurance Company of Pittsburgh, Pa. 175 Water Street New York, NY 10038 Producer: AFPD Producer License #: 16585 Address: One Hollow Lane, Suite 204, Lake Success, NY 11042

IN WITNESS WHEREOF, the Insurer has caused this policy to be signed on the Declarations by its President, a Secretary and its duly authorized representative.



PRESIDENT



SECRETARY



AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE

DATE

COUNTERSIGNED AT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2012

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 Safeguard Insurance Agency 3329 N. McColl Rd. McAllen TX 78501	CONTACT NAME: Irmalinda Najar PHONE (A/C, No. Ext): (956) 631-1911 FAX (A/C, No): (956) 631-3911 E-MAIL ADDRESS: inajar@safeguardnow.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Germania Select Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Pilar V Espinosa 204 E Kiwi St McAllen TX 78504-2052		NAIC # 11521

COVERAGES **CERTIFICATE NUMBER:** CL12102302463 **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 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			43043258791 2006 TOYT 95367 2004 HOND 92255	7/6/2012	7/6/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Passive Restraint \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

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

CERTIFICATE HOLDER County Of Hidalgo 100 E Cano Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2012

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 SafeGuard Insurance Agency 800 N. 10th St. McAllen TX 78501	CONTACT NAME: Irmalinda Najar PHONE (A/C No. Ext): (956) 687-1811 FAX (A/C, No): E-MAIL ADDRESS: inajar@safeguardnow.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED ESPINOSA LAW FIRM LLC PO BOX 720408 MCALLEN TX 78504	INSURER A: Sentinel Insurance Company LTD NAIC # 11000	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL12102302468 **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			65SBZS7141	1/1/2013	1/1/2014	EACH OCCURRENCE	\$ 500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					\$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>	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 County Of Hidalgo 100 E Cano Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE I Najar /SGPHAR

- A. AI-34840 1. Approval of reimbursement in the amount of \$733,322.79 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 10/13/12 to 10/26/12.

10/13-19/12	\$276,910.61
10/20-26/12	\$456,412.18
TOTAL	\$733,322.79

- 2. Approval of wire transfer to cover claims paid.

- B. AI-35029 Approval of payment in the amount of \$32,544.00 to Texas Department of Transportation, for Advance Funding Agreement for Off-System Bridge Replacement Project CR 285 (Mile 2 West Road) @ Drainage Ditch.

- C. AI-35093 General Fund Salary Sweep (1100):
Approval to transfer lapsed salaries from various departments to the Countywide Administration-Contingency account.

7. Purchasing Dept:
Notes:

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

- A. AI-34690 Consideration and approval by Hidalgo County Commissioners Court to exercise the last one (1) year extension (as provided in the current contract) for "EN-1 Road Stabilizer Material" for Hidalgo County, under the same rates, terms and conditions with CSS Technology Inc., d/b/a/ Roadbond Service Company-C-11-268-0-12-06.

- B. AI-34796 Approval for Hidalgo County to exercise the final one (1) year extension option permitted in the current letter of engagement under the rates described in Attachment "B" provided herein with The Espinosa Law Firm, LLC-C10-135-01-11.

APPROVED

- C. AI-34848 Approval to accept rebate checks from Comdata Product Services (Fuel Purchases) in the amount of \$ 470.66

- D. AI-34963 Acceptance and approval of Invoice #11324272 in the amount of \$6,982.68, from L&G Consulting Engineers, Inc. contracted engineer for "On Call Services for MPO and HCRMA Representation"-contract #C-11-054-04-12.

- E. AI-34959 Acceptance and approval of Invoice #Final in the amount of \$3,255.20, from Dos Logistics, Inc. contracted engineer for "Renovation of County-Owned Building Roofs" in connection with the San Juan CRC.

- F. AI-35021 Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for the following Hidalgo