AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
January 21, 2014
9:30 A.M.

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

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **County Judge's Office:**

A. **AI-42718** Presentation by Albert Morales of Advocacy Alliance Center of Texas in recognition of Yvonne Ramon, Elections Administrator.

B. **AI-42602** Recognition of Adelita Figueroa-Munoz for receiving the Superior Service Award in the Distinguished Career Category from the Texas A&M AgriLife Extension Service – Director's Office

C. **AI-42607** 1. Approval to apply for the Juvenile Accountability Block Grant (JABG) for 2014 from the Governor's Criminal Justice Division (CJD).

2. Authorization for County Judge to sign (electronically certify) application as authorized official.

3. Approval of resolution to apply for the Juvenile Accountability Block Grant (JABG)

6. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with

Litigation" and authority to submit letter of engagement

B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

C. **AI-42562** Update on 2013 Services Provided by Tropical Texas MHMR

7. **Constables:**

A. **AI-42543** **CONSTABLE PCT 4:**
Requesting approval to process the following invoices as claims with authority for the County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor:

Vendor	Invoice No.	Date	Invoice Amount
Lexis Nexis	12802H-20130930	9/30/2013	$174.00
Lexis Nexis	12802H-20131031	10/31/2013	$174.00

8. **Human Resources - Esther Cortez:**

A. **AI-42741** Precinct #3- Parks (1100) / Executive Office (1100):
1. Approval of the following personnel actions:

Action	Dept/ Program	Slot #	Position Title	Proposed Budget Salary
Delete	123-008	0002	Park Coordinator	$39,963.00
Create	125-001	0018	Environmental Compliance Monitor II	$39,963.00

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedules.

9. **Sheriff's Office:**

A. **AI-42521** 1. Approval to authorize for the Hidalgo County Sheriff's Office to continue participation in the Texas 1033 Surplus Property Program.
2. Authorization for the County Judge, as authorized official, to sign the required documents.

10. **Health & Human Services Department - Eddie Olivarez**

A. **AI-42575** HidalGo Fit Program Update

B. **AI-42623** Discussion and update on the amendments to the existing Hidalgo County Rules for Regulation of Food Establishments in the Unincorporated Area of Hidalgo policy.

C. **AI-42551** Pursuant to Chapter 121 Local Public Health Reorganization Act; Sec.121.006, requesting approval of the Full-Pay Schedule of Fees to be effective 01/21/14.

D. **AI-42550** Requesting approval to accept the Interlocal Cooperation Agreement between Hidalgo County and City of Edcouch. The purpose of the Agreement is for County to transfer surplus animal cages to City in accordance with Texas Local Government Code 263.152.

E. **AI-42556** 1. Requesting approval of the Equipment Purchase Agreement with Superior Alarms with approval to have county judge sign the Agreement.
2. Requesting approval of the Superior Alarms Commercial Alarm Monitoring Agreement and the Addendum for the following Health Dept. clinic locations with approval to have county judge sign the Agreements and Addendum.

Clinic	Location	Monitoring Services
Edinburg	3105 E. Richardson	Security Monitoring
Elsa	708 Edinburg	Security Monitoring
McAllen	300 E. Hackberry	Security Monitoring
Pharr	300 W. Hall Acres	Security Monitoring
Weslaco	1901 N. Bridge	Security Monitoring
Edinburg Clinic	3105 E. Richardson	Fire Monitoring
Weslaco	1901 N. Bridge	Fire Monitoring
Mission	211 N. Schuerback Rd.	Fire & Security Monitoring
Edinburg Central Office	1304 S. 25th Ave	Security Monitoring

F. **AI-42544** Consideration and approval to assess mandatory payment & set assessment dates for Fiscal Year 2014 for the Hidalgo County Health Care Funding District.

G. **AI-42662** 1. Requesting approval to accept the RLSS / LPHS grant Amendment #2014-001052-01. The purpose of this amendment is to increase the contract amount by $24,021.00.
2. Requesting approval of the Certification of Revenue as certified by the County Auditor.
3. Requesting approval to appropriate the increase in funding in the amount of $24,021.00.

H. **AI-42571** Requesting approval to process the following invoices from Superior Alarms as claims after auditing procedures are completed by county auditor.

Location	Date	Invoice No.	Period	Amount
Pharr	01/01/13	424192	01/01/13 - 06/30/13	$90.00
Pharr	07/01/13	443391	07/01/13 - 12/31/13	$90.00

Elsa	03/01/13	429257	03/01/13 - 08/31/13	$120.00
Elsa	09/01/13	448312	09/01/13 - 02/28/14	$120.00
Edinburg (1)	03/01/13	429256	03/01/13 - 08/31/13	$360.00
Edinburg (1)	09/01/13	448311	09/01/13 - 02/28/14	$360.00
McAllen	04/01/13	433986	04/01/13 - 09/30/13	$120.00
McAllen	10/01/13	452834	10/01/13 - 03/31/14	$120.00
Weslaco	05/01/13	435689	05/01/13 - 10/31/13	$120.00
Weslaco	11/01/13	454668	11/01/13 - 04/30/14	$120.00
Edinburg	05/01/13	435688	05/01/13 - 10/31/13	$240.00
Edinburg	11/01/13	454667	11/01/13 - 04/30/14	$240.00
Mission	09/19/13	451201	09/01/13 - 02/28/14	$120.00
			Total	**$2,220.00**

I. **AI-42569** Requesting approval to process the following invoices as claims after auditing procedures are completed by county auditor.

Vendor	Account No.	Invoice Date	Amount
Time Warner	8260180040016386	09/06-10/05	$272.75
Time Warner	8260180040016386	10/06-11/05	$272.75
Time Warner	8260180040016386	11/06-12/05	$272.75
Time Warner	8260180040016386	12/06-01/05	$273.10
		Total	**$1,091.35**

J. **Health Care Funding District:**

1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

K. **Indigent Health Care Program:**

1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

11. **IT Department - Renan Ramirez**

A. **AI-42597** 2013 Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

Invoice Date	Invoice	Vendor	Amount
07/03/2013	8260 18 035 0341754	Time Warner Cable	$644.92
07/23/2013	8260 18 035 0341754	Time Warner Cable	$644.92

08/23/2013	8260 18 035 0341754	Time Warner Cable	$670.36
09/23/2013	8260 18 035 0341754	Time Warner Cable	$658.75
10/23/2013	8260 18 035 0341754	Time Warner Cable	$688.97
11/23/2013	8260 18 035 0341754	Time Warner Cable	$698.87

12. Urban County - Diana Serna:

A. AI-42528 Requesting approval to amend the Proyecto Azteca Community-Based Development Organization (CBDO) contract, under the Neighborhood Stabilization Program (NSP3). The amendment will reallocate $80,000 to be utilized for an additional single-family housing unit.

B. AI-42674

The Urban County Program on behalf of Hidalgo County Precinct No. 3, is requesting consideration and action to award and enter into a construction contract with Foremost Paving, Inc. for a Street Improvements project in the amount of $351,280.00, utilizing funds from the UCP Year 17, 21, 23 & 24, (2004, 2008, 2009, 2010 & 2011 Street Improvements line item).

C. AI-42598 1. Requesting approval of an "order" granting an exemption from competitive bidding requirements under Texas Local Gov't. Code, Chapter 262, Section .024 (a)(7) "an item that can only be obtained from only one source."

2. Approval of a "Sole Source Declaration" with authority to enter into a "Contribution-In-Aid-of-Construction Agreement" with AEP Texas Central Company in the amount of $24,158.34 for the installation of primary poles and street lights within the City of La Joya.

D. AI-42580 Request approval to declare and dispose the assets listed on Exhibit “A” and Exhibit “B” surplus and
clear inventory list.

13. Elections Administration - Yvonne Ramon:

A. AI-42667 Requesting approval of the following invoice as a claim with authority for the County Treasurer to issue payment after review, audit and processing procedures are completed by the County Auditor.

Invoice Date	Vendor	Invoice #	Amount
11/20/13	Information Management Solutions	18052	$450.00

14. Precinct #1 - Comm. Cuellar:

A. **AI-42728** 1. Requesting authorization for Hidalgo County to execute the Interlocal Cooperation Agreement between Hidalgo County and City of Weslaco for the Mile 9 N (Mile 6W to Mile 5 1/2W) - Sugarcane Rd. project.

2. Acceptance and approval of the Interlocal Cooperation Agreement Project pursuant to the approval of the Interlocal Agreement stated above.

15. **Precinct #2 - Comm. H. Palacios:**

A. **AI-42727** Requesting approval of the following claims/invoices with authority for County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

ROAD MAINTENANCE:

Date	**Invoice #**	**Vendor Name**	**Invoice Amt.**	**Account #**
06/30/2013	00523362	Weldinghouse Inc.	89.27	3-1200-431-00-122-006-0-442
07/31/2013	00526029	Weldinghouse Inc.	87.79	3-1200-431-00-122-006-0-442
08/31/2013	00528604	Weldinghouse Inc.	85.66	3-1200-431-00-122-006-0-442
09/30/2013	00531143	Weldinghouse Inc.	82.89	3-1200-431-00-122-006-0-442
10/31/2013	00533891	Weldinghouse Inc.	85.66	3-1200-431-00-122-006-0-442
11/30/2013	00536216	Weldinghouse Inc.	82.89	3-1200-431-00-122-006-0-442
12/31/2013	00538508	Weldinghouse Inc.	85.66	3-1200-431-00-122-006-0-442
		Total	**$599.82**	

CW SHOP:

Date	**Invoice #**	**Vendor Name**	**Invoice Amount**	**Account #**
06/30/2013	00523308	Weldinghouse Inc.	12.75	3-1200-431-00-122-004-0-442
07/31/2013	00525974	Weldinghouse Inc.	8.72	3-1200-431-00-122-004-0-442
08/31/2013	00528552	Weldinghouse Inc.	6.59	3-1200-431-00-122-004-0-442
09/30/2013	00531092	Weldinghouse Inc.	6.38	3-1200-431-00-122-004-0-442
10/31/2013	00533839	Weldinghouse Inc.	6.59	3-1200-431-00-122-004-0-442

11/30/2013	00536164	Weldinghouse Inc.	6.38	3-1200-431-00-122-004-0-442
12/31/2013	00538456	Weldinghouse Inc.	6.59	3-1200-431-00-122-004-0-442
		Total	**$54.00**	

16. **Precinct #4 - Comm. J. Palacios:**

A. **AI-42751** 1. Approval of Agreement between the County of Hidalgo, Texas and North Alamo Water Supply Corporation
2. Approval of Modified Non-Standard Water/Sewer Service Agreement

B. **AI-42746** Right of Way:
Approval of land acquisition from Kurt & Jennifer Morgan - Alberta Drain, Parcel 3

C. **AI-42745** Right of Way:
Approval of land acquistion from Jose & Abel Salazar - Alberta Drain, Parcel 1

17. **Budget & Management - Sergio Cruz:**

A. **AI-42736** Status update and discussion on refunding of outstanding bonds.

B. **AI-42737** Presentation and discussion on Capital Improvement Fund request for repairs and renovations to the Hidalgo County Detention Center.

C. **AI-42369** Sanitation Program
Presentation and discussion regarding options and alternatives concerning the possible privatization of solid waste collection in Hidalgo County.

D. **AI-42753** Precinct No.3 TxDOT-SH364

1. Acceptance and approval on Advance Funding Agreement-Amendment#1 for SH364 from (SH495 to FM1924) TxDOT project CSJ: 2966-01-009

2. Authority for County Judge to sign Advance Funding Agreement-Amendment#1

E. **AI-42549** 1115 WAIVER PROGRAM (1100):
1. Approval to undesignate the amount of $4,164,601.85 in the year 2014 for expenditures related to the 1115 Waiver Program.
2. Approval of 2014 appropriation of funds in the amount of $4,164,601.85 to fund program expenditures.

F. **Budget Appropriations:**

1. **AI-42446** Pct. #4 Drainage Improvement Project (1200):
a. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Drainage Improvement Project Labor Reimbursements.
b. Approval of 2013 appropriation of funds for Pct. #4 Drainage Improvement Project (program 036) in the amount of $62,838.30 (Labor Reimbursements - January & February 2013).

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

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

A. Hidalgo County

1. **AI-42652** Acceptance of the responses received as "qualified" for award for: "Title Company Services-POOL" (as listed in the RFP Acceptance Sheet attached hereto) and approval of the contract(s). (RFP No.: 2013-152-10-09-CGA)

2. **AI-42568** Requesting action to amend AI-42466 (CC 1/7/14) for vehicle maintenance and repair services for county owned vehicles and equipment / heavy equipment / machinery parts & repairs from the vendors identified and detailed on attached list through the established and approved procedures for the requisition and purchase order process

3. **AI-42560** Acceptance and approval of pre-qualified firms submitting Statements of Qualifications for establishment of a “Pool” (as listed on the RFQ Acceptance Sheets attached hereto) for engagement through the established statutory and local protocol (i.e. nomination by user, ranking by cc, negotiation of an agreement, etc.) on an “As Needed basis” per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County’s Request for Qualifications packet for the following listed Professional Services:

a. Architectural Services (RFQ No. 2014-002-12-11-YSS)
b. Engineering Services (RFQ No. 2014-003-12-11-YZV)
c. Engineering Services -Geotechnical & Construction Materials Testing (RFQ No. 2014-004-12-11-SMA)
d. Construction Management Services (RFQ No. 2014-005-12-11-MSS)
e. Real Estate Appraiser Services (RFQ No. 2014-006-12-11-SGS)
f. Surveyor Services (RFQ No. 2014-007-12-11-MEG)
with the effective date of said “pools” February 09, 2014 through March 15, 2015.

B. **Pct. 1**

1. **AI-42638** Requesting authority to purchase heavy machinery and/or equipment detailed herein from John Deere awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #373-11 to include but not limited to ;

   a. Three (3) JD 5100E Utility Tractors in an amount not to exceed $ $125,772.30 and;

   b. three (3) JD CX15-10ft. Flex Wing Rotary Cutter-540 RPM Stump Jumpers in the total amount not to exceed $41,338.50;

   for a combined total of (a) & (b) in the amount of $167,110.80 which pricing includes, delivery, TASB fees & warranties. (Project #2014-037-OGG)

C. **Pct. 2**

1. **AI-42573** Acceptance and approval to execute an "On Call" professional engineering services contract with Raba Kistner Consultants Inc. for, "Construction Material Testing for All Projects" for Precinct No. 2 as approved for negotiations on 11/26/13.

D. **Pct. 3**

1. **AI-42565** Pursuant to contract with L&G Engineering, (article 14) to C-13-333-12-03, a request for approval by engineer to permit the subcontracting of R.O.W. Surveying Services, LLC in connection with "Shary Road (FM 494) Project."

E. **Health & Human Services Dept.**

1. **AI-42589** Presentation of bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Sealed Quotes (RFSQ) title Hidalgo County-Turnkey Burial Services Including Cemetery Plots for Unidentified Pauper Remains" RFSQ 2014-036-01-15-YZV.

F. **District Attorney**

1. **AI-42702** Acceptance and approval of the amended contract (CC approved-12/20/13-AI#42343) with Dr. Norma Jean Farley, MD/forensic pathologist for the provision of autopsies & related services as developed by District Attorney's Office confirming compliance with such provisions thus allowing the routing for execution of document.

G. **Co. Wide**

1. **AI-42567** A. Presentation and acceptance of the scoring grid in connection with the sole response received for the purposes of ranking in order to proceed to the next phase of proposal process for:"Credit Card Payment Services- Hidalgo County"-RFP No. 2013-196-12-27-MEG;

B. Acceptance and approval of the final negotiated services agreement with awarded vendor, Easy Access, Inc., for "Credit Card Payment Services- Hidalgo County". RFP No. 2013-196-MEG, including a "Best and Final Offer (BAFO) with EZ Access.

19. **Open Forum**

20. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-42742** Potential Litigation - Cause #7:13-cv-00602; Johnny Earl Course v. Guadalupe "Lupe" Trevino, et al

D. **AI-42695** C-0108-14-B; Shelia Pruitt-Orr v. City of Hidalgo & Hidalgo County

E. **AI-42684** Claim of Miguel A. Castillo

F. **AI-42710** Claim of Rose Cisnero

G. **AI-42720** Claim of Hidalgo County vs Jose Eli Guerra

21. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-42743** Potential Litigation - Cause #7:13-cv-00602; Johnny Earl Course v. Guadalupe "Lupe" Trevino, et al

D. **AI-42696** C-0108-14-B; Shelia Pruitt-Orr v. City of Hidalgo & Hidalgo County

E. **AI-42685** Claim of Miguel A. Castillo

F. **AI-42711** Claim of Rose Cisnero

G. **AI-42721** Claim of Hidalgo County vs Jose Eli Guerra

22. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

23. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

24. **Adjourn**

AI-42718 **County Judge's Office 5. A.**

CC REGULAR

Meeting Date: 01/21/2014

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

Department: COUNTY JUDGE

Information

CAPTION

Presentation by Albert Morales of Advocacy Alliance Center of Texas in recognition of Yvonne Ramon, Elections Administrator.

BACKGROUND

Plaque to be given to Mrs. Ramon for her dedication, commitment and vision to spread the message of the importance of voter turnout in our community.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/17/2014 08:24 AM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: SANDRA DELEON Started On: 01/16/2014 02:17 PM

Final Approval Date: 01/17/2014

AI-42602 **County Judge's Office 5. B.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Recognition of Adelita Figueroa-Munoz for receiving the Superior Service Award in the Distinguished Career Category from the Texas A&M AgriLife Extension Service – Director's Office

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/10/2014 09:03 AM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Monica Badillo Started On: 01/09/2014 05:12 PM

Final Approval Date: 01/17/2014

AI-42607 **County Judge's Office 5. C.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval to apply for the Juvenile Accountability Block Grant (JABG) for 2014 from the Governor's Criminal Justice Division (CJD).

2. Authorization for County Judge to sign (electronically certify) application as authorized official.

3. Approval of resolution to apply for the Juvenile Accountability Block Grant (JABG)

BACKGROUND

Grant will assist in reducing juvenile offending through accountability-based programs focused on the juvenile offender.

Applications must be submitted online and certified through their website on or before January 31, 2014 to be considered for funding.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1286-391-01-000-100-5-000

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

BUDGETARY IMPACT:

Federal Grant Award:$17,519.00
Cash Match(10%): $ 1,946.55 (reserved-available $2,516.44)
Total Amount: $19,465.55

Attachments

Backup Information

Resolution

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	01/16/2014 01:23 PM
Budget & Management	Debbie Tamez	01/16/2014 02:15 PM
Manuel Chapa	Manuel Chapa	01/17/2014 10:04 AM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Rolando Garcia Started On: 01/10/2014 10:29 AM

Final Approval Date: 01/17/2014

STATE OF TEXAS
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

RICK PERRY
GOVERNOR

December 6, 2013

The Honorable Ramon Garcia
Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

Dear Judge Garcia:

The U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention provides the Juvenile Accountability Block Grant (JABG) to the Governor's Criminal Justice Division (CJD) to assist in reducing juvenile offending through accountability-based programs focused on the juvenile offender. We are pleased to inform you that your jurisdiction is eligible to apply for $17,519 with a 10% cash match of $1,946.55 for the coming grant year. The allocation is based on an annual calculation of juvenile crime data in your area.

Applicants must access CJD's grant management website at https://egrants.governor.state.tx.us to register and apply for funding. All applications must be submitted through this website on or before January 31, 2014 to be considered for funding.

All applicants must obtain approval from their local JABG Advisory Board. You may waive your jurisdiction's allocation and request that the funds be awarded to a larger or neighboring city, county, or Native American tribe that will still benefit your jurisdiction by completing the "Waiver of Funds Form" and faxing it to the Governor's Criminal Justice Division at (512) 475-2440. The JABG Waiver of Funds Form can be downloaded from CJD's website at https://egrants.governor.state.tx.us/updates.aspx.

If you have any questions you may contact Lance White at (512) 463-1919 or by email at lwhite@governor.state.tx.us.

Sincerely,

Christopher Burnett
Executive Director

County of Hidalgo

State of Texas

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County, that the Juvenile Accountability Block Grant (JABG) – Early Intervention Counseling Program be operated for the period of September 1, 2014 thru August 31, 2015; and

WHEREAS, The Hidalgo County Commissioners' Court understands that there is an estimated matching requirement of $1,946.55; and

WHEREAS, The Hidalgo County Commissioners' Court agrees that in the event of loss or misuse of the Juvenile Accountability Block Grant (JABG) funds, Hidalgo County Commissioners' Court assures that the funds will be returned to the grantor in full; and

WHEREAS, The Hidalgo County Commissioners' Court designates Hidalgo County Judge as the grantee's authorized official.

NOW, THEREFORE BE IT RESOLVED, that the Hidalgo County Commissioners' Court approved submission of the grant application for the Juvenile Accountability Block Grant (JABG) - Early Intervention Counseling Program.

ADOPTED THE _____ DAY OF JANUARY 2014.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

_____
RAMON GARCIA
County Judge

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

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

_____
JOE M. FLORES
County Commissioner, Pct.3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-42562 **Comm. Court Executive Office 6. C.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted For: Terry Crocker, CEO **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Update on 2013 Services Provided by Tropical Texas MHMR

BACKGROUND

Attachments

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/09/2014 11:47 AM
Manuel Chapa	Manuel Chapa	01/10/2014 02:46 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Monica Badillo Started On: 01/08/2014 03:46 PM

Final Approval Date: 01/17/2014

Zimbra **monica.badillo@co.hidalgo.tx.us**

Re: agenda request

From : Terry Crocker <Tcrocker@ttbh.org> Wed, Jan 08, 2014 01:22 PM

Subject : Re: agenda request

To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Monica,

I would like an agenda item for the Tues 1/21 Commissioner's Court meeting. The item will take a maximum of 15 minutes, for "Update on 2013 Services Provided by Tropical Texas MHMR" or similar.

I maybe able to complete it in 10 min - but usually get some questions from the Judge/Commissioners.

Please let me know when confirmed.

Thanks,

TC

W. Terry Crocker, M.B.A., M.A.
Chief Executive Officer
Tropical Texas Behavioral Health
(956)289-7258
(956)289-7254 fax

Confidentiality Statement
_____
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We appreciate your efforts to protect the confidential information of Tropical Texas and its customers.

>>> Monica Badillo <monica.badillo@co.hidalgo.tx.us> 1/8/2014 10:25 AM >>>
Hi Mr. Crocker,
Please email a request to be placed on the agenda and specific topic/s
Thank you,

Monica Badillo, Court Administrator
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7655 ext. 5602

(956) 292-7034 (fax)

AI-42543 **Constables 7. A.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted For: CONSTABLE EDDIE GUERRA **Submitted By:** Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

CONSTABLE PCT 4:

Requesting approval to process the following invoices as claims with authority for the County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor:

Vendor	Invoice No.	Date	Invoice Amount
Lexis Nexis	12802H-20130930	9/30/2013	$174.00
Lexis Nexis	12802H-20131031	10/31/2013	$174.00

BACKGROUND

The contract was in the works between the vendor, purchasing department and IT department during these months therefore, no purchase order had been encumbered for these expenditures.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-294-001-0-342

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

BUDGETARY IMPACT:

Available funds as of 01/17/2014.

Attachments

9-13

10-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/08/2014 01:47 PM
Auditor's Office	Veronica Ortiz	01/17/2014 11:38 AM
Purchasing Department	Marty Salazar	01/17/2014 01:59 PM

Form Started By: Nayla Munoz Started On: 01/08/2014 09:53 AM

Final Approval Date: 01/17/2014

LexisNexis®

PO Box 7247-6157
Philadelphia, PA 19170-6157
(866) 528-0570
LexisNexis, a division of Reed Elsevier Inc
For itself or its affiliates

HIDALGO COUNTY CONSTABLES
Attn : EDNA KIRBY
PO BOX 207
EDINBURG, TX 78540

Invoice

Due Date: 10/20/2013

Amount Due: $993.43

Invoice Number	12802H-20130930
Invoice Date	Sep 30, 2013
Account Number	12802H
Terms	Net 20
Representative	Jacqueline Koski
Billing Period	09/01/2013 to 09/30/2013

Previous Balance

	$ Amount
Total	1,048.00

Payments, Credits & Adjustments

2013-09-09	Check : 385518	July 2013	(524.00)
		Total	(524.00)

New Activity Summary

2013-09-30	Flat rate	469.43
	Total	469.43

Account Summary

Previous Balance	1,048.00
New Activity	469.43
Payments, Credits & Adjustments	(524.00)
Total Due	993.43

PO # 668409

Questions about your bill?
(866) 528-0570

billing@lexisnexis.com

Please include your full invoice number on all remittance to ensure proper credit.

Please Remit Payment To:
LexisNexis
Account # 12802H
PO Box 7247-6157
Philadelphia, PA 19170-6157

LexisNexis®

PO Box 7247-6157
Philadelphia, PA 19170-6157
(866) 528-0570
LexisNexis, a division of Reed Elsevier Inc
For itself or its affiliates

1oz - 264 - 309
HIDALGO COUNTY CONSTABLES
Attn : EDNA KIRBY
PO BOX 207
EDINBURG, TX 78540

Invoice

Due Date: 11/20/2013	
Amount Due: $993.43	
Invoice Number	12802H-20131031
Invoice Date	Oct 31, 2013
Account Number	12802H
Terms	Net 20
Representative	Jacqueline Koski
Billing Period	10/01/2013 to 10/31/2013

Previous Balance		$ Amount
	Total	993.43

PO # 668409

Questions about your bill?
(866) 528-0570

billing@lexisnexis.com

Payments, Credits & Adjustments		
2013-10-15	Check : 387234 Aug 2013	(524.00)
	Total	(524.00)

New Activity Summary		
2013-10-31	October 2013 Flat rate	524.00
	Total	524.00

Account Summary	
Previous Balance	993.43
New Activity	524.00
Payments, Credits & Adjustments	(524.00)
Total Due	993.43

Please include your full invoice number on all remittance to ensure proper credit.

Please Remit Payment To:
LexisNexis
Account # 12802H
PO Box 7247-6157
Philadelphia, PA 19170-6157

AI-42741 **Human Resources 8. A.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Precinct #3- Parks (1100) / Executive Office (1100):
1. Approval of the following personnel actions:

Action	Dept/ Program	Slot #	Position Title	Proposed Budget Salary
Delete	123-008	0002	Park Coordinator	$39,963.00
Create	125-001	0018	Environmental Compliance Monitor II	$39,963.00

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-452-00-123-008-0-XXX

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

BUDGETARY IMPACT:

FUNDS AVAILABLE FROM DELETED PARK COORDINATOR POSITION. INTERDEPARTMENTAL TRANSFER FROM PARKS PCT 3 TO EXECUTIVE OFFICE. PLEASE SEE ATTACHED TRANSFER.

Attachments

PAR FORMS
JOB DESCRIPTION
FISCAL NOTE
REVISED SALARY SCHEDULES
TRANSFER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/17/2014 02:45 PM
Rosalinda Cantu	Rosie Cantu	01/17/2014 05:53 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM
Form Started By: Sylvia Rios		Started On: 01/17/2014 01:56 PM

Final Approval Date: 01/17/2014

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 17 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY EXECUTIVE OFFICE/125 **DATE:** 01/16/2014

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 00188

REQUESTED POSITION TITLE: Environmental Compliance Monitor II
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ $39,963.00 (Proposed Budgeted Salary) $ $39,963.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Funding to be transferred to Executive Office from deleted Pct. #3 Park Coordinator position

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Position needed to assist with Environmental Compliance Projects at Hidalgo County Executive Office Environmental Compliance Division.

NEW POSITION: Brief job description and attach a copy of the new job description.

Performs advanced secretarial-administrative assistance within a county department. Work involves disseminating information, maintaining filing systems and performing internal administrative support work.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	1/16/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez /jfg HUMAN RESOURCES DIRECTOR	01.17.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/17/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

RECEIVED
JAN 17 2014
HUMAN RESOURCES

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct 3 - 123 **DATE:** 1-15-14

CURRENT POSITION TITLE: Park Coordinator **CURRENT SLOT. #:** 008 - 002

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Transfer to Executive office / Environmental Division

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 39,963.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ 39,963.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Position & funds to be transfered to Executive Office / Environmental Division

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Delete Position - Transfer to Executive office / Environmental Division to assist with Environmental Projects

NEW POSITION: Brief job description and attach a copy of the new job description.

sdfsdfsdf

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	01.17.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/17/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

ENVIRONMENTAL COMPLIANCE MONITOR II

GENERAL DESCRIPTION

Under the direct supervision of the Environmental Compliance Coordinator, the Compliance Monitor reviews, inspects plans and specifications of proposed land developments, construction sites, as well as commercial and residential developments to ensure compliance with local, state, and federal environmental regulations as well as planning and engineering codes.

EXAMPLES OF WORK PERFORMED

Reviews and analyze plans and specifications by applying knowledge of general construction practices and methods, erosion and sedimentation control methods and strategies, water quality and drainage theory

Investigates and studies environmental complaints and responds as necessary

Coordinates with contractors, engineers, owners, and other stakeholders to resolve issues and assist in ensuring compliance of development projects with environmental regulations

Coordinates County activities and projects with local and regional MS4's and environmental groups

Inspects permitted land development and construction sites for compliance with environmental protection regulations

Performs initial, ongoing, and final site inspections and evaluates best management practices for erosion and sedimentation control

Performs final inspections of drainage facilities and other site improvements

Identifies locations of environmental sensitive resources

Provides technical assistance and education to citizens, community, special interest groups and developers on environmental and engineering codes, requirements, and regulations

Assist in the development and maintenance of county storm water management plans

When directed, provide testimony for enforcement cases

Issues directives and initiates enforcement actions for non-compliance with environmental and drainage regulations

Assist in collecting County MS4 data requirements

Assist in coordinating with County personnel and other departments to ensure all aspects of the Hidalgo County MS4 plan are communicated, implemented, and evaluated

Assist in coordinating with the Planning Department to ensure accurate knowledge of subdivision regulations and adherence to local, state, and federal regulations

Assist in coordinating with the Health Department to ensure accurate knowledge of septic tank regulations and adherence to local, state and federal regulations

Assist in coordinating with the Public Affairs Division to develop and implement accurate and appropriate information to county employees, the public, and contractors doing business with Hidalgo County

Assist in conducting prospect research to search for external funding opportunities

Respond to duties as assigned that will assist in the successful completion of Department and County environmental goals and objectives

Be able to develop training modules in training others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Seven (7) years of experience in Public Administration with emphasis in managerial, communication and grant funded initiatives

Bachelor's Degree in Administration, Environmental Studies, Natural Science or a related field

Knowledge, Skills, and Abilities

Knowledge of Federal, State, and Local Texas Administrative Code and Procedures

Knowledge of Judicial System to ensure compliance with issuing citations within appropriate time frame requirements

Knowledge of Hidalgo County policies and procedures

Knowledge of Hidalgo County permits procedures for subdivision regulations, subdivision plats, and/or septic tank installations

Knowledge in creating, implementing, and evaluating Storm Water Management Plans

Skill in issuing citations for violations of criminal and/or civil regulations

Skill in reading, understanding and interpreting related federal, state, and local laws

Skill in conducting inspections, surveys, and investigative research and studies

Skill in analyzing and interpreting environmental issues, including erosion, sedimentation, storm water, and other related issues

Skill in technical and scientific report preparation

Skill in utilizing tools and equipment used in environmental inspections, including personal desktop and laptop computers, video camera, digital camera, DVD player, GPS equipment, and cell phone

Skill in establishing and maintaining effective working relationships with supervisors, coworkers, contractors, other agencies and organizations, and the public

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, January 21, 2014**

Agenda Item: **42741**

Summary of request/proposal:
EXECUTIVE OFFICE-
APPROVAL TO CREATE ONE FULL TIME POSITION AS FOLLOWS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	ENVIRONMENTAL COMPLIANCE MONITOR II	0018	113	0.00	39,963.00	39,963.00
				0.00	39,963.00	39,963.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-413-00-125-001-00-	113	EXECUTIVE OFFICE -	REGULAR FULL TIME	$37,819.39
4-1100-413-00-125-001-00-	211	EXECUTIVE OFFICE -	HEALTH INSURANCE	$5,326.11
4-1100-413-00-125-001-00-	212	EXECUTIVE OFFICE -	LIFE INSURANCE	$35.55
4-1100-413-00-125-001-00-	220	EXECUTIVE OFFICE -	FICA	$2,893.18
4-1100-413-00-125-001-00-	230	EXECUTIVE OFFICE -	RETIREMENT	$4,118.53
4-1100-413-00-125-001-00-	250	EXECUTIVE OFFICE -	UNEMPLOYMENT COMP	$215.57
4-1100-413-00-125-001-00-	260	EXECUTIVE OFFICE -	WORKER'S COMP	$64.29
			2014 Budgetary Impact	$50,472.62

2015 Budgetary Impact: $53,333.43

Possible Funding Sources: **FUNDS FROM DELETED PARK COORDINATOR POSITION FROM PARKS PCT 3. SEE INTERDEPARTMENTAL TRANSFER**

Comments:

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-413-00-125-001-0

42741

EXECUTIVE OFFICE

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0005	113	ENVIRONMENTAL COMPLIANCE COORDINATOR	$78,621.00	$0.00	$78,621.00	0	$0.00	$0.00	$78,621.00	$61,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$61,800.00
0006	113	COURIER	$23,543.00	$0.00	$23,543.00	0	$0.00	$0.00	$23,543.00	$23,543.00	$300.00	$0.00	$0.00	$0.00	$0.00	$23,843.00
0007	112	COMMISSIONER'S COURT EXECUTIVE OFFICER	$127,240.00	$0.00	$127,240.00	0	$0.00	$0.00	$127,240.00	$127,240.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$128,800.00
0009	113	ADMINISTRATIVE ASSISTANT IV	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$480.00	$0.00	$0.00	$0.00	$0.00	$38,702.00
0010	113	COMMISSIONERS' COURT ADMINISTRATOR	$64,900.00	$0.00	$64,900.00	0	$0.00	$0.00	$64,900.00	$64,900.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$66,100.00
0012	113	ENVIRONMENTAL COMPLIANCE MONITOR	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
0013	113	ADMINISTRATIVE ASSISTANT III	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0015	113	ADMINISTRATIVE ASSISTANT V	$49,020.00	$0.00	$49,020.00	0	$0.00	$0.00	$49,020.00	$49,020.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$50,460.00
0016	113	ADMINISTRATIVE ASSISTANT III	$36,212.00	$0.00	$36,212.00	0	$0.00	$0.00	$36,212.00	$36,212.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$37,592.00
0017	113	ADMINISTRATIVE OPERATIONS COORDINATOR IV	$50,000.00	$0.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00
0018	**113**	**CREATE THE FOLLOWING FULL TIME POSITION ENVIRONMENTAL COMPLIANCE MONITOR II**	**$0.00**	**$39,963.00**	**$39,963.00**	**0**	**$0.00**	**$0.00**	**$39,963.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	**$535,918.00**	**$39,963.00**	**$575,881.00**		**$0.00**	**$0.00**	**$575,881.00**	**$519,097.00**	**$6,360.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$525,457.00**

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.

PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: January 17, 2014

2013
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR PARKS PCT 3/ EXEC. OFFICE

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER		ACCOUNT NAME		Amount
FROM:				
4-1100-452-00-123-008-0-	113	PARKS PCT.3-	REG. FULL TIME EMP.	(37,819.39)
4-1100-452-00-123-008-0-	211	PARKS PCT.3-	HEALTH INSURANCE	(5,326.11)
4-1100-452-00-123-008-0-	212	PARKS PCT.3-	LIFE INSURANCE	(35.55)
4-1100-452-00-123-008-0-	220	PARKS PCT.3-	FICA	(2,893.18)
4-1100-452-00-123-008-0-	230	PARKS PCT.3-	RETIREMENT	(4,118.53)
4-1100-452-00-123-008-0-	250	PARKS PCT.3-	UNEMPLOYMENT COM	(215.57)
4-1100-452-00-123-008-0-	260	PARKS PCT.3-	WORKER'S COMP	(1,104.33)
TO:				
4-1100-413-00-125-001-00-	113	EXECUTIVE OFFICE-	REG. FULL TIME EMP.	37,819.39
4-1100-413-00-125-001-00-	211	EXECUTIVE OFFICE-	HEALTH INSURANCE	5,326.11
4-1100-413-00-125-001-00-	212	EXECUTIVE OFFICE-	LIFE INSURANCE	35.55
4-1100-413-00-125-001-00-	220	EXECUTIVE OFFICE-	FICA	2,893.18
4-1100-413-00-125-001-00-	230	EXECUTIVE OFFICE-	RETIREMENT	4,118.53
4-1100-413-00-125-001-00-	250	EXECUTIVE OFFICE-	UNEMPLOYMENT COM	215.57
4-1100-413-00-125-001-00-	260	EXECUTIVE OFFICE-	WORKER'S COMP	1,104.33
		TOTAL BUDGET INCREASE/DECREASE		**0.00**

REASON: INTERDEPARTMENTAL TRANSFER TO FUND THE SALARIES FRINGE BENEFITS OF THE PROPOSED ENVIRONMENTAL COMPLIANCE MONITOR II POSITION.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-42521 **Sheriff's Office 9. A.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval to authorize for the Hidalgo County Sheriff's Office to continue participation in the Texas 1033 Surplus Property Program.
2. Authorization for the County Judge, as authorized official, to sign the required documents.

BACKGROUND

The program provides the opportunity to request the transfer of property from the Department of Defense (pursuant to 10 U.S.C., Subsection 2576a).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal/budgetary impact.

Attachments

1033 Program App

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/07/2014 03:26 PM
Budget & Management	Debbie Tamez	01/10/2014 04:31 PM
Manuel Chapa	Manuel Chapa	01/14/2014 11:36 AM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 01/07/2014

Final Approval Date: 01/17/2014

TEXAS 1033 SURPLUS PROPERTY PROGRAM
APPLICATION LETTER

TO: Texas Department of Public Safety
ATTN: Texas 1033 Program
5805 N. Lamar Blvd.
BLDG G
Austin, TX 78752

AGENCY: Hidalgo County Sheriff's Office

SUBJECT: Request Authorization for Screening and Receiving Surplus Property

1. Our Agency request that the personnel listed on the attached Law Enforcement Agency (LEA) Data Sheet be granted authorization to screen for and receive excess federal property as defined in the Defense Authorization Act, 1997, Public Law 104-181 Section 1033, Transfer of Excess Personal Property.

2. We, the undersigned, understand and agree that failure to comply with the terms of this application is in direct conflict with the intent of this program, and failure on our agency's part to abide by the terms and conditions of the Texas 1033 Program may result in termination from the program and other sanctions including civil or criminal prosecution.

3. We understand and agree that we are responsible for all transportation costs incident to the redistribution or collection of any transferred property. Transferred property must be removed from the Defense Reutilization and Marketing Offices (DRMO) within fourteen (14) days or sooner if so directed by the DRMO. Failure to claim and remove property may result in the redistribution of the property to another agency.

4. We understand and agree that this property is transferred from the Department of Defense (DoD). Transferred property must have a direct application to the LEA's street law enforcement, arrest and apprehension mission. Transferred property may not be disposed of, bartered or transferred without prior notification, written authorization and instructions from the Texas 1033 Program, including instances in which property is no longer serviceable for law enforcement use.

5. We understand and acknowledge that at no time can transferred aircraft or weapons be sold. Additionally, assigned aircraft or weapons cannot be disposed of, bartered or transferred without written consent from the Texas 1033 Program. Failure to comply will result in eternal termination from the program and possible civil or criminal prosecution.

6. We have read and understand, in its entirety, the Texas Military Surplus Property and Procurement Program booklet. We understand and agree to comply with the terms and conditions of the Texas 1033 Program and have signed the Release of Liability Statement.

7. We understand that the Federal Freedom of Information Act and the Texas Open Records Act apply to all property received under the Texas 1033 Program.

8. We understand and agree that our authorization to screen and receive property expires one year from the Law Enforcement Support Office (LESO) authorization letter date. We also understand that it is our responsibility to submit a new Texas 1033 Program application packet each year prior to the one year anniversary of our Authorization Letter and/or when there are administration changes and a new LEA Data Sheet when there are any personnel changes. Failure to comply may result in suspension from the program and possible termination.

9. We understand that the inventory form (TX 1033 Form A6) will be completed and maintained for all transferred property. Additionally, we acknowledge that the inventory form must be submitted annually with the application packet to maintain compliance with program policies. Failure to comply may result in suspension of the program and possible termination.

10. We understand that if a vehicle is obtained through the Texas 1033 Program, the LEA will forward photocopies of both (1) the United States Government Certificate to Obtain Title to a Vehicle (SF 97); and (2) the Texas Certificate of Title (Form 30-C) to the Texas 1033 Program Office within thirty (30) days of receipt.

AGENCY CHIEF EXECUTIVE OFFICIAL[1]:

Signature

1-2-14
Date

Guadalupe "Lupe" Treviño, Sheriff
Name / Title

AUTHORIZED OFFICIAL[2]:

Signature

Date

Ramon Garcia, County Judge
Name / Title

[1] Agency Chief Executive Official — Chief of Police or County Sheriff

[2] Authorized Official — County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

TEXAS 1033 SURPLUS PROPERTY PROGRAM
RELEASE OF LIABILITY

AGENCY: Hidalgo County Sheriff's Office Edinburg, Hidalgo , Texas
City / County

The Texas Law Enforcement Agency (LEA) designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property").

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation, and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the State of Texas, or the Texas Department of Public Safety to provide appropriate or adequate training to any person using the Transferred Property.

The Department of Defense, the State of Texas nor the Texas Department of Public Safety assumes any liability for damages or injuries to any person or property arising from the use the Transferred Property. By signing this agreement, the LEA agrees, subject to the appropriation of sufficient funds, to be solely responsible for any and all suits, actions, demands or claims of any nature arising from its use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. The Department of Defense, the State of Texas nor the Texas Department of Public Safety make any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine gun" found in 26 U.S. C. 584(b)* must be registered with the Bureau of Alcohol, Tobacco, and Firearms (BATF) with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental Entities). Upon receipt of a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide the State Coordinator's Office a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.

The LEA acknowledges that it is solely responsible for any and all costs associated with the transferred Property, including but not limited to, packing, crating, handling, transportation, repossession, and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with written approval from the State Coordinator's Office and in accordance with local, state, federal laws, and the regulations and guidelines of the 1033 Program prescribed by the Law Enforcement Support Office. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction or abandonment of any Transferred Property constituting small arms/weapons and weapons parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

By signing below, the Agency Chief Executive Official and the Authorized Official acknowledge and understand all previously stated guidelines and conditions.

AGENCY CHIEF EXECUTIVE OFFICIAL[1]:

Signature

12-14
Date

Guadalupe "Lupe" Treviño, Sheriff
Name / Title

AUTHORIZED OFFICIAL[2]:

Signature

Date

Ramon Garcia, County Judge
Name / Title

* The National Firearms Act, 26 U.S.C. section 5801 et seq., defines a firearm to include machine gun. 26 U.S.C. Section 5845(a)(6). That same act, defines a machinegun as follows:

The term "machine gun" means any weapon which shoots, is designed to shoot, or can be readily restored to shoot, automatically more than one shot, without manual reloading, by a single function of the trigger. The term shall also include the frame or receiver of any such weapon, any combination of parts designed and intended, for use in converting a weapon into a machine gun, and any combination of parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.

[1] Agency Chief Executive Official — Chief of Police or County Sheriff

[2] Authorized Official — County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

LAW ENFORCEMENT AGENCY (LEA)
APPLICATION FOR PARTICIPATION

*This application must be updated and resubmitted within 30 days of any changes or on an annual basis

NEW ○ UPDATE ◉ SCREENER ID (Update Only): _____

AGENCY: Hidalgo County Sheriff's Office

PHYSICAL ADDRESS (No P.O. Box): 711 El Cibolo Rd.

MAILING ADDRESS (If different than above): P.O. Box 1228

CITY: Edinburg STATE: Texas

ZIP: 78542 EMAIL: richard.ozuna@hidalgoso.org

PHONE: 956-393-6022 FAX: 956-393-6021

NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 292 PART-TIME: 0 RESERVE: 83

SCREENER(S) POC: MUST HAVE AT LEAST ONE

***MAIN POC: Designated POC for calls and emails on 1033 Program requests and property pickup**

SCREENER/MAIN POC: Captain Richard Ozuna richard.ozuna@hidalgoso.org

SCREENER/POC #2: Captain Gilbert Reyna gilbert.reyna@hidalgoso.org

SCREENER/POC #3: Senior Deputy Fred Perez fred.perez@hidalgoso.org

SCREENER/POC #4: Senior Deputy Ricardo Garcia ricardo.garcia@hidalgoso.org

WEAPON POC (Optional): Senior Deputy Fred Perez fred.perez@hidalgoso.org

AIRCRAFT POC (Optional): _____

INVENTORY CHECK

Does the Agency currently have any equipment from the 1208/1033 Program? YES ◉ NO ○

WEAPONS: YES ◉ NO ○ AIRCRAFT: YES ○ NO ◉ WATERCRAFT: YES ○ NO ◉

TACTICAL VEHICLES: YES ○ NO ◉ OTHER CONTROLLED PROPERTY: YES ○ NO ◉ DEMIL A (LESS THAN A YEAR OLD): YES ◉ NO ○

***By signing this application, the Chief Executive Official/Head of Agency (Local Field Office) is aware of 1208/1033 Property currently in the possession of their department.**

***Upon acceptance into the 1033 Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all 1033 Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate.**

CHIEF EXECUTIVE OFFICIAL/: HEAD OF LOCAL AGENCY

Guadalupe "Lupe" Treviño PRINTED NAME **DATE:** 1-2-14

SIGNATURE

STATE COORDINATOR: (NOT REQUIRED FOR FEDERAL)

Skylor Hearn PRINTED NAME **DATE:** _____

SIGNATURE

TEXAS 1033 SURPLUS PROPERTY PROGRAM
SUPPLEMENTAL DATA SHEET

Date: _____

Agency: Hidalgo County Sheriff's Office

Phone: (956) 393 - 6022 **Alternate Phone:** (956) 381 - 7979

Fax: (956) 393 - 6021

Website (if applicable): _____

Screener #1: Captain Richard Ozuna richard.ozuna@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

Screener #2: Captain Gilbert Reyna gilbert.reyna@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

Screener #3: Senior Deputy Fred Perez fred.perez@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

Screener #4: Senior Deputy Ricardo Garcia ricardo.garcia@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: Senior Deputy Fred Perez fred.perez@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

AGENCY CHIEF EXECUTIVE OFFICIAL[1]

Signature: _____

Name: Guadalupe "Lupe" Treviño

Title: Sheriff

Email: sheriff.trevino@hidalgoso.org

AUTHORIZED OFFICIAL[2]

Signature: _____

Name: Ramon Garcia

Title: County Judge

Email: ramon.garcia@co.hidalgo.tx.us

[1] Agency Chief Executive Official – Chief of Police or County Sheriff.

[2] Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

Clear

STATE OF TEXAS 1033 PROGRAM
PLANS, POLICIES AND PROCEDURES

PURPOSE:

The purpose of this document is to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to 10 U.S.C. §2576a and to promote the efficient and expeditious transfer of the property.

AUTHORITY:

The Secretary of Defense is authorized by 10 U.S.C. §2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counterdrug/counterterrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA).

STAFFING AND FACILITIES:

By authority of the State Governor, the Assistant Director over the Law Enforcement Support Division of the Texas Department of Public Safety is the Texas 1033 Program State Coordinator. The State Coordinator appoints the State Points of Contact (SPOCs) to administer the daily operation of the 1033 Program.

TERMS AND CONDITIONS:

- **Law Enforcement Agency (LEA) Eligibility Criteria:** Must be a "law enforcement activity" whose primary function is enforcement of applicable Federal, State and local laws as defined by the DLA regulation (this is referring to DLA Directive (DLAD) 4160.10 which will be superseded by the One Book) and whose compensated officers have powers of arrest and apprehension.

- **How to Enroll in the State 1033 Program:** LEA must request enrollment via their State Coordinator. LEAs must provide a completed application packet to their State Coordinator. NOTE: Upon request of the Law Enforcement Support Office (LESO), a mission statement will need to be provided along with the datasheet. If the enrollment request is approved by the State Coordinator, it will be forwarded to the LESO. If approved by LESO, the State Coordinator will be contacted and provided with a LEA screener's authorization memo (Authorization Letter for Property Screening and Receiving). Once enrolled, the LEA must acknowledge receipt of the memorandum of understanding (MOU) with the State Coordinator agreeing to the terms and conditions of the 1033 Program. As soon as an agency is properly enrolled, automations screening may be conducted through the Defense Reutilization and Marketing Office (DRMO) website. The State Coordinator's office must provide the LEA with their login identification number for this application.

- **LEA Screener Criteria:** Must be full-time and/or part-time, sworn and/or non-sworn officers assigned to the LEA performing this duty. LEAs are allowed a maximum of four (4) screeners

per agency. A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time.

- **Identification/Acquisition/Transportation of Property:** LEAs find needed property electronically through the Defense Reutilization and Marketing Service (DRMS) website: www.drms.dla.mil or by physically visiting the nearest DRMO. Once property has been identified, LEAs submit a manual or electronic DRMS Form 103 to the State Coordinator. The State Coordinator approves/disapproves the request. If approved, it is sent to the LESO. If approved it goes to Military Standard Requisitioning and Issue Procedures (MILSTRIP) or a manual DD Form 1348 is sent to the State Coordinator. It is the responsibility of the State/LEA to transport requested property from the DRMOs to their location. DLA will not fund the transportation cost.

- **Storage of Property:** Unless the State is authorized as a distribution center, it will be the gaining LEA responsibility to store property received through the 1033 Program. Distribution centers should only hold property for their specific customers not more than 90 days. After that date, disposition should be requested, in writing, from the LESO, via their State Coordinator.

- **Distribution of Property:** LESO will approve property request in the following priority: counterdrug/counterterrorism and then any other law enforcement activities.

- **Security of Property:** It is the responsibility of the gaining State/LEA to safeguard all property received through the 1033 Program. Should any property become lost due to theft, destruction or unauthorized sale/disposal, this information must be forwarded to the State Coordinator within seven (7) working days after the incident. The State Coordinator will contact the LESO for additional guidance.

- **Accountability of Property:** Each LEA and the State must maintain records for all property acquired through the 1033 Program. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved Bureau of Alcohol, Tobacco and Firearms (ATF) Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1), and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.

- **Establish Inactive File:** As of October 1, 2003, the LESO will institute a five (5) year file retention policy. This policy will state that LESO will maintain active files for two (2) years and inactive files for three (3) years. After five years, the files are destroyed with the exception of DEMIL code B through Q, sensitive items and $20,000 or more high dollar items.

- **Utilization of Property:** Property received through the 1033 Program must be placed into use within one (1) year of receipt and utilized for a minimum of one (1) year, unless the condition renders it unusable. If property is not placed in use within one (1) year of receipt, it must be

transferred to another authorized agency, or returned to a DRMO. Property returns/turn-ins must be coordinated through the applicable State Coordinator and LESO.

- **State Compliance Reviews:** The State Points of Contact will inspect *at a minimum* 10% of the active agencies to ensure property accountability and proper use of equipment. All law enforcement agencies maintaining sensitive property will submit a written accountability statement detailing property type and serial numbers on the anniversary date of their Authorization Letter for the program.

- **Transfer of Property:** LEAs must coordinate, in writing, transfer of 1033 property through their State Coordinator. The State Coordinator will request final approval from the LESO. Property may be transferred within the State or between States as long as it is properly coordinated with the State Coordinator and LESO. If approved a "LESO transfer approval memo" will be sent to the State Coordinator. For more information regarding these items, view the following links:

  Defense Demilitarization and Trade Security Controls (TSC) Program
  www.demil.osd.mil

  Military Critical Technologies List
  www.dtic.mil/mctl

  Critical Federal Supply Class (FSC) and Buzz words
  www.drms.dla.mil/drms/internal/demil/CriticalBuzzKeyPt.pdf

  Flight Safety Critical Aircraft Parts (FSCAP)
  www.drms.dla.mil/drms/internal/demil/FSCAP.pdf

- **Disposal of Property:** LEAs must request approval, in writing, from their State Coordinator before any 1033 property is disposed. The State Coordinator will request final approval from the LESO. If approved a "LESO disposal approval memo" will be sent to the State Coordinator. Only DEMIL codes A, B and Q may be approved for disposal. Items with DEMIL codes of C, D, E, F, G and P must be transferred to an authorized agency or must be returned to a DRMO when no longer needed. Costs incurred for transfers, disposals or turn-ins will be borne by the State/LEA.

  - **DEMIL code A:** does not require demilitarization and may be disposed after obtaining State Coordinator and LESO approval.

  - **DEMIL code B:** does not require demilitarization and may be disposed or returned to a DRMO. If disposed, it must be in accordance with TSC (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII).

  - **DEMIL code Q:** does not require demilitarization and may be disposed or returned to a DRMO. If disposed, it must be in accordance with Commerce Control List Items (CCLI) disposition requirements (see DOD 4160.21-M, Defense Material Disposition

Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII).

- Specific Requirements for disposal of Munitions Lists Items (MLI)/CCLI (DEMIL codes B and Q) excerpt from DOD 4160.21-M:

  - Before disposing of MLI/CCLI property, Federal and State agencies must consider the export control requirements as promulgated by the Department of State, Department of Commerce and the Treasury Department, as applicable. Disposal methods shall ensure that appropriate safeguard requirements are in place prior to disposal. These will include, but are not limited to:

    - Notification of export control requirements to the end-user;
    - Exclusion of individuals, entities or countries who are excluded from Federal programs by the General Services Administration (GSA);
    - Exclusion if delinquent on obligations to the U.S. Government or are debarred or suspended from DOD contracts;
    - Exclusion if currently suspended for TSC violations;
    - Exclusion if subject to denial, debarment or other sanctions under public law.

- **DEMIL codes C, D, E, F, G and P:** require demilitarization and must be returned to a DRMO. The State Coordinator must obtain the LESOs approval for equipment returns.

  - LESO will provide turn-in documentation (DD Form 1348-1A). With few exceptions, the State/LEA will be asked to coordinate the turn-in with a local DRMO. The State/LEA informs LESO which DRMO has agreed to accept the turn-in. LESO will then provide turn-in documentation to the accepting DRMO. Upon receipt of the turn-in documentation, the LEA must return the property to the specified DRMO. The DRMO personnel receiving the materials will sign the turn-in document and give the LEA a copy of the signed receipt paperwork. This receipt paperwork must be maintained in the LEA's files and a copy of the receipt must be forwarded to the State Coordinator for their files. (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII for DEMIL rules).

- **Training:** The State Coordinator, State Points of Contact and LEAs should be trained/familiar with guidance on the following websites:

  ABCs of DEMIL
  www.hr.dla.mil/dtc/coursecatalog/PD/abcdmil.htm (knowledge of demilitarization codes)

  DLA Operations
  www.dla.mil (DLA handbook)

  LESO Operations
  www.dla.mil/j-3/leso (1033 Program/Automation training guides)

  DRMS Operations
  www.drms.dla.mil (automation requisitioning process/procedures)

THE STATE WILL:

a. Receive applications for participation in this program from its law enforcement activities and validate with signature, their law enforcement mission prior to forwarding to LESO for approval as an authorized LEA. Once the approval process is completed and the agency is loaded in the DRMS automated requisitioning system, provide enrolled LEAs with their LEA ID number so they may request materials on-line.

b. Forward requests to LESO for excess property that is necessary to meet requirements for LEA efforts. Assure the recipient LEA is identified on all requisitions.

c. Be responsible for the transfer and/or allocation of property to qualified LEAs.

d. Assure the LEAs agree to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.

e. Control and maintain accurate records on all property obtained under this plan. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved ATF Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1) and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statues and regulations for the program and this property.

f. Enter into agreements with LEAs to assure they fully comply with the terms, conditions and limitations applicable to property transferred pursuant to this plan/program.

g. Allow a maximum of four (4) screeners, full-time and/or part-time, sworn and/or non-sworn officers, per LEA performing this duty. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur, or whenever LESO requests an update. A weapons point of contact (POC) fulltime officer must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time.

h. Assure that all environmentally regulated property is handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.

i. Assure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. The State and each LEA must comply with all applicable firearm laws and regulations. Report all stolen or unaccounted for weapons to DLA, LESO not later than seven (7) working days after it is discovered. The State Coordinator must provide a weapon POC on all LEA data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. Maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles issued to State/LEA.

j. Identify to LESO each request that will be used in counterdrug/counterterrorism activities.

k. Ensure LEAs are aware of their responsibilities in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7). Assist LEAs by providing information, as required, for audit submission. Assist LEAs by identifying which property oversight agency the audit information must be submitted to.

l. Review and update State Plan of Operation annually (calendar year) or when the Governor-appointed State Coordinator changes or Governor changes. If there are no changes to the State Plan of Operation send a signed letter/email to the LESO indicating that the plan has been reviewed and no changes were necessary.

m. Ensure all LEAs enrolled in the State 1033 Program maintain a current copy of the State Plan of Operation or MOU.

n. Conduct periodic reviews of each LEA enrolled in the program, to include physical inventory/spot checks, of property received and any related records. Additionally, ensure LEAs are in compliance with applicable Memorandum of Agreement (MOA)/MOU and/or the State Plan of Operation. These reviews must be documented and maintained by the State Coordinator for future LESO compliance reviews.

o. Obtain reconciliation reports from the LESO website and conduct monthly reconciliations on all items received and annual reconciliations for high dollar items (items valued over $20,000) and Demil B-Q items between the State/LEA and LESO.

p. Ensure serial/tail numbers are provided to LESO on items such as peacekeepers/armored personnel carriers (APCs), aircraft, night vision goggles (NVGs)/sights and weapons.

q. Validate and certify LEA inventory reconciliation results electronically and forward them to LESO within 10 working days of the monthly or annual reconciliation process. Maintain a signed copy of all property reconciliation documentation received through the 1033 Program.

r. Submit requests for property returns (turn-ins to a DRMO) to LESO. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.

s. Submit disposal, transfer and inventory adjustment requests to LESO.

t. Contact the LESO in writing not later than 30 calendar days prior, to a State Coordinator change.

u. All property transfers will cease if no current Governor's letter is on file; the State has not signed the MOA with DLA; the State Coordinator or POC does not validate all property requests and there is no State Plan of Operation on file.

THE LAW ENFORCEMENT AGENCY WILL:

a. Submit applications for participation in this program to the State Coordinator for approval. Upon request from the State Coordinator or LESO provide a mission statement.

b. Submit requests for property (electronically). Provide justification for all requisitions to the State Coordinator.

c. Agrees to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.

d. Control and maintain accurate records on all property obtained under this plan. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved ATF Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1) and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.

e. Comply with the terms, conditions and limitations applicable to property transferred pursuant to this plan/program.

f. Allow a maximum of four (4) screeners, full-time and/or part-time, sworn and/or non-sworn officers, per LEA performing this duty. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur, or whenever LESO requests an update. A weapons POC fulltime officer must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time. Appoint a Property Accountable Officer responsible for approving/disapproving all property requests and maintaining all records for property received that are accountable.

g. Assure that all environmentally regulated property handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.

h. Assure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. Recipients must comply with all applicable firearm laws and regulations. Report all stolen or unaccounted for weapons to LESO through the State Coordinator not later than seven (7) working days after the incident has occurred. The LEA must provide a weapon POC on all data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. LEA must maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles received.

i. Identify to LESO each request that will be used in counterdrug/counterterrorism activities.

j. LEAs enrolled in the State 1033 Program must maintain a copy of the State Plan of Operation or MOU.

k. LEAs must be aware of their responsibilities under the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7).

l. Conduct periodic reviews to include physical inventory/spot checks of actual property and related records. Ensure compliance with applicable MOA/MOU and/or the State Plan of Operation.

m. Obtain reconciliation reports from the State Coordinator and conduct monthly and annual reconciliations. Provide reconciliation results to the State Coordinator.

n. Ensure serial/tail numbers are provided to the State Coordinator on items such as peacekeepers/APCs, aircraft, NVGs/sights and weapons.

o. Conduct inventory reconciliations and provide inventory reconciliation results electronically to the State Coordinator within 10 working days of the monthly or annual reconciliation process. Maintain a signed copy of all property reconciliation documentation received through the 1033 Program.

p. Submit requests for property returns (turn-ins to a DRMO) to the State Coordinator. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.

q. Submit disposal, transfer and inventory adjustment requests to the State Coordinator.

r. Contact the State Coordinator, in writing, not later than 30 days prior, when property accountable officer changes.

TERMINATION CRITERIA: An LEA may be terminated from the program *either temporarily or permanently* by the State Coordinator for failure to comply with any policy governing the program. A termination notice will be provided via certified mail from the State Coordinator's office.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Skylor Hearn
Assistant Director
Texas Department of Public Safety
Texas 1033 State Coordinator

AGENCY NAME:

AGENCY CHIEF EXECUTIVE OFFICIAL:



Signature

Guadalupe "Lupe" Treviño, Sheriff

Name / Title

1-2-14

Date

AI-42575 **Health & Human Services Dept. 10. A.**

CC REGULAR

Meeting Date: 01/21/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

HidalGo Fit Program Update

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

Discussion/update

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/09/2014 11:42 AM
Manuel Chapa	Manuel Chapa	01/10/2014 01:17 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Mike Escaname Started On: 01/09/2014 09:10 AM

Final Approval Date: 01/17/2014

AI-42623 **Health & Human Services Dept. 10. B.**

CC REGULAR

Meeting Date: 01/21/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion and update on the amendments to the existing Hidalgo County Rules for Regulation of Food Establishments in the Unincorporated Area of Hidalgo policy.

BACKGROUND

Tasks to follow include public hearings, education and awareness of amendments and adoption of the final Hidalgo County, Texas Rules of Regulation of Food Esablishments in the Unincorporated Areas of Hidalgo policy. Texas Health and Safety Code Section 437.002 (a).

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact

Attachments

Electrical Agreement

Restroom Agreement

42623 policy

Health and safety code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/10/2014 03:39 PM
Manuel Chapa	Manuel Chapa	01/16/2014 03:39 PM
Auditor's Office	Monica Badillo	01/17/2014 11:26 AM
Manuel Chapa	Manuel Chapa	01/17/2014 11:31 AM
Mike Escaname (Originator)	Mike Escaname	01/17/2014 11:36 AM
Manuel Chapa	Manuel Chapa	01/17/2014 02:03 PM
Manuel Chapa	Manuel Chapa	01/17/2014 02:03 PM
Purchasing Department	Marty Salazar	01/17/2014 05:35 PM

Form Started By: Mike Escaname Started On: 01/10/2014 02:59 PM

Final Approval Date: 01/17/2014

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1304 S. 25th Ave., Edinburg, Texas 78542
Phone: 956-383-0111 Fax: 956-383-7351

ELECTRICAL OUTLET AGREEMENT FOR MOBILE FOOD VENDORS*

"If a mobile vendor is going to utilize electricity of an adjacent commercial business by plugging into an electrical outlet during hours of operation, the mobile vendor must submit a notarized letter of permission for use of electricity by the commercial business owner." (Section V.I., Rules for Regulation of Food Establishments in the Unincorporated Areas of Hidalgo County, Texas)

I, _____, of _____
(Name of electrical outlet owner) (Name of business with electrical outlet)

located at _____
(Address of business)

give permission to _____ of _____
(Name of mobile food vendor) (Name of mobile food vendor business)

to use the above-named business electrical outlet during normal hours of operation:

Day	Hours
Monday	_____
Tuesday	_____
Wednesday	_____
Thursday	_____
Friday	_____
Saturday	_____
Sunday	_____

_____
(Signature of electrical outlet owner)

***This agreement must be renewed and kept on file with HCHHS-ED every 120 days by the mobile food vendor permit-holder.**

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____ by _____.
(Date) (Name of electrical outlet owner)

_____
(Signature of Notary Public)

bgsalazar
1/13/2014

DRAFT

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1304 S. 25th Ave., Edinburg, Texas 78542
Phone: 956-383-0111 Fax: 956-383-7351

RESTROOM FACILITY AGREEMENT FOR MOBILE FOOD VENDORS*

"If toilet facilities are not provided on a mobile food establishment, a toilet facility shall be located on an onsite or adjoining property within 300 feet of the mobile food establishment. Upon application for a permit hereunder, a mobile unit operator must provide HCHHS-ED with written and notarized permission by the owner of the toilet facility for use of restrooms by the permit holder and corresponding schedule." (Section V.F., Rules for Regulation of Food Establishments in the Unincorporated Areas of Hidalgo County, Texas)

I, _____, of _____
(Name of restroom facility owner) (Name of business with restroom facility)

located at _____
(Address of business)

give permission to _____ of _____
(Name of mobile food vendor) (Name of mobile food vendor business)

to use the above-named business restroom facility during normal hours of operation:

Day	Hours
Monday	_____
Tuesday	_____
Wednesday	_____
Thursday	_____
Friday	_____
Saturday	_____
Sunday	_____

_____
(Signature of restroom facility owner)

***This agreement must be renewed and kept on file with HCHHS-ED every 120 days by the mobile food vendor permit-holder.**

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____ by _____.
(Date) (Name of restroom facility owner)

_____
(Signature of Notary Public)

bgsalazar
1/13/2014~~1/10/2014~~~~3/7/2013~~

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HIDALGO COUNTY, TEXAS RULES FOR REGULATION OF FOOD ESTABLISHMENTS IN THE UNINCORPORATED AREAS OF HIDALGO	Procedure: FE.1 Page: 1 of 10 Date Authorized: Supersedes: 03/25/2008

Red comments are changes to the current (2008) policy

REFERENCE

Form FE.1.1 "How to start a food business in Hidalgo County"
Form FE.1.2 "Food vendor permit application"
Form FE.1.3 "What kind of food permit do I need?"
Form FE.1.4 "Obtaining a temporary food vendor permit"
Form FE.1.5 "Restroom Agreement for Mobile Food Vendors"
Form FE.1.6 "Electricity Agreement for Mobile Food Vendors"
Form FE.1.7 "Requirements for a food vendor"
Form FE 1.8 "Daily activity log"
Form FE 1.9 "Maintenance and Service log"

PREFACE

Hidalgo County Health & Human Services - Environmental Division (HCHHS-ED) is authorized to enforce state and federal laws and rules adopted under state law concerning food service establishments, retail food stores, mobile food units, and roadside food vendors, pursuant to Texas Health and Safety Code Section 437.002(a), as amended. TEX. HEALTH & SAFETY CODE ANN. §§ 437.001 *et seq*., as amended. 25 TEX. ADM. CODE §§ 229.161-229.171,229.173 -229.175, as amended. HCHHS is a participating agency in the FDA Voluntary National Retail Food Regulatory Program Standards, 2011.

To enforce state law and rules adopted under state law, Hidalgo County by order may require food service establishments, retail food stores, mobile food units, and roadside food vendors in unincorporated areas of the county, including areas in the extraterritorial jurisdiction of a municipality, to obtain a permit from the County. TEX. HEALTH & SAFETY CODE ANN. §437.003, as amended. 25 TEX. ADM. CODE § 229.373, as amended.

Pursuant to Texas Administration Code Title 25, Chapter 229, Section 169(a)(1), Hidalgo County may impose additional requirements to protect against health hazards related to the conduct of food establishments as a mobile operation, may prohibit the sale of some or all potentially hazardous food, and when no health hazard will result, may waive or modify certain requirements relating to physical facilities. 25 TEX. ADM. CODE § 229 .169(a)(1), as amended.

I. PURPOSE

The purpose of these Rules is to safeguard public health and better assure that consumers obtain food that is safe, unadulterated, and honestly presented by establishing uniform monitoring for food establishments in the unincorporated areas of

Hidalgo County, including areas in the extraterritorial jurisdiction of a municipality, or a municipality that does not have a health department.

II. DEFINITIONS

Words and phrases used in these Rules shall have the meanings provided in Health and Safety Code, Chapter 437 and Texas Administrative Code Title 25, Chapter 229. TEX. HEALTH & SAFETY CODE ANN. §§ 437.001 *et seq*., as amended. 25 TEX. ADM. CODE §§ 229.161 -229.171, and 229.173 -229.175, as amended.

III. PERMITS

A. No person shall operate a food establishment in unincorporated areas of the county, including areas in the extraterritorial jurisdiction of a municipality, without having a permit issued by HCHHS-ED. Permits are not transferable from one person to another or from one location to another location, except as permitted by these Rules. A valid permit must be posted in or on every food establishment in a conspicuous place. Only a person who complies with the requirements of state law and regulations and these Rules shall be entitled to a permit.

B. A food establishment operated solely by a nonprofit organization is exempt from the permitting requirement of these Rules, but is not exempt from compliance with state law and regulations. An organization claiming exemption from these Rules as a nonprofit organization shall provide HCHHS-ED with such documentation as HCHHS-ED deems necessary to prove the establishment's current tax-exempt status as a nonprofit organization.

C. An establishment is not a food establishment for the purposes of these Rules if it is excluded from the definition of food establishment under Texas Administrative Code Title 25, Chapter 229, Section 162(40), as amended. 25 TEX. ADM. CODE § 229.162(40), as amended.

D. If an inspector finds that a food vendor is operating without a valid permit issued by HCHHS-ED, the food establishment will be closed for business until the permit is appropriately acquired by the vendor at HCHHS-ED.

1. 1st violation: Verbal and/or written notice to begin permitting process before next operational period.
   a. Establishment/vendor must close for business until permit is obtained.
2. 2nd violation: If same vendor continues to operate without a valid permit
   a. Vendor will be closed for business until valid permit is obtained.
   b. Voluntary destruction of food product will be requested by inspector. (Texas Food Establishment Rules 229.161 -175) and
   c. Citation issued to vendor

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IV. ISSUANCE OF PERMIT

A. Any person desiring to operate a food establishment must make a written application for a permit on forms provided by HCHHS. The application must contain the name and address of each applicant, the location and type of the proposed food establishment, the applicable fee, and signature of applicant(s). An incomplete application will not be processed, even if initially accepted. Failure to provide all required information or falsifying information required may result in denial or revocation of the permit. Payment for a permit by a check that is returned for insufficient funds may result in revocation of the permit. Renewals of permits are required on an annual basis, unless otherwise specified and the same information is required for a renewal permit as for an initial permit.

B. Prior to the approval of an initial permit or the renewal of an existing permit, HCHHS shall inspect the proposed food establishment to determine compliance with state law and local regulations. The applicant or permit holder must pay all applicable fees before a permit is issued.

C. Any person desiring to construct or extensively remodel a food establishment and whenever a fixed existing structure is converted to use as a food establishment, a person must comply with policies and procedures of the Hidalgo County Planning Department, the Office of Environmental Compliance, and the Office of the Fire Marshal including but not limited to the On-Site Sewage Facility (OSSF) policies and procedures.

D. The person must present to HCHHS-ED: a routing sheet with approval from Planning Department, Environmental Health (OSSF Division), Environmental Compliance, and an approved inspection from Fire Marshal. No permit shall be issued until HCHHS-ED determines by final inspection that all construction, remodeling or conversion has been performed in accordance with the approved plans and specifications.

E. Whenever a food establishment is constructed or extensively remodeled, or whenever a fixed existing establishment is converted to a food establishment, at least one pre-opening inspection shall be made. The purpose of the pre-opening inspection(s) is to ensure compliance with the approved submitted plans, state law, federal regulations, and rules adopted by Hidalgo County.

1. Flea market facilities with a permanent restaurant must obtain a food establishment permit and comply with all requirements A-D.

F. There shall be an annual renewal, unless otherwise specified of a permit issued under these Rules. The renewal process shall be initiated by inspection to assure compliance with federal, state, and local regulations adopted by Hidalgo County.

G. Any false statement made in an application, inspection, and/or maintenance log is a basis for denial or revocation of the permit.

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1. A mobile food vendor must present at every inspection a maintenance log of waste disposal and corresponding receipts.
2. The permit-holder shall maintain a log of all daily operational periods to include:
    a. date of operation
    b. time open for business
    c. time closed for business
    d. location of operation.

H. Prior to the issuance of a permit, the applicant or permit holder must pay all applicable fees, which may include a new facility inspection fee. HCHHS shall issue a permit to the applicant only if its inspection reveals that the food establishment complies with requirements of these Rules and state law and regulations.

J. An applicant or permit holder that does not comply with federal, state law and local regulations may be denied a permit or the renewal of a permit.

V. ADDITIONAL REQUIREMENTS FOR MOBILE FOOD ESTABLISHMENTS. 25 TEX. ADM. CODE § 229.169 HIDALGO COUNTY COMMISSIONERS COURT

A. All mobile food establishments including pushcarts and roadside food vendors, shall be readily identifiable by business name, printed in bold black letters not less than three (3) inches in height, no less than one and one-half (1.5) inches in width, permanently affixed, and prominently displayed upon at least two (2) sides of the units.

B. Prior to the approval of the initial permit or renewal of an existing permit, the applicant or permit holder shall provide written details or plans regarding the systems installed for approved water source, distribution, delivery, and retention and for waste, sewage, and wastewater retention, drainage, and disposal or removal. In addition, a person must comply with policies and procedures of the Hidalgo County Planning Department, Right of Way Department, the Office of Environmental Compliance, and the Office of the Fire Marshal including but not limited to the On-Site Sewage Facility (OSSF) policies and procedures.

C. The person must present to HCHHS-ED: a routing sheet with approval from Planning Department, Environmental Health (OSSF Division), Environmental Compliance, and an approved inspection from Fire Marshal. No permit shall be issued until HCHHS-ED determines by final inspection that all referenced County departments recommend approval for the mobile food vendor permit according to the proposed specifications listed on the application.

D. A pushcart unit shall not exceed four (4) feet in width, eight (8) feet in length, and eight (8) feet in height including a unit's shade umbrella. In the event of an emergency situation, the unit shall be easily movable, controllable, and maneuverable by one (1)

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person when the unit is fully loaded. The bottom of the unit shall be at least one (1) foot from the ground. The unit shall not be self-propelled.

1. The unit must have at least 2 (two) reflective devices on each side to be seen in low-light conditions.
2. The unit must be affiliated with a certified commercial vendor.
3. The operator of the unit must wear a reflective safety vest at all times while the unit is in operation.
4. Shall only sell pre-packaged, sealed foods and/or beverages.
5. Shall not sell or prepare fresh food and/or beverages, hot or cold, on the unit.

E. Live animals shall be excluded from the immediate adjacent onsite or adjoining property within 100 feet of surrounding areas of all mobile food establishments.

F. If toilet facilities are not provided on a mobile food establishment, a toilet facility shall be located on an onsite or adjoining property within 300 feet of the mobile food establishment. Upon application for a permit hereunder, a mobile unit operator must provide HCHHS-ED with written and notarized permission by the owner of the toilet facility for use of restrooms by the permit holder and corresponding schedule every 120 days. A mobile unit may not operate when the facility providing the toilet facilities are not accessible. Restroom facilities must be located within a building and must include a flush-type toilet and hand lavatory supplied with hot and cold running water under pressure. If the toilet facilities are Port-A-Cans or similar facilities, the permit will not be approved. This provision does not apply to restricted mobile units (i.e., mobile units that do not engage in any food preparation.).

G. All motor vehicles and/or pull trailers operating as mobile food establishments upon open roads, streets, and highways shall maintain a current Texas motor vehicle inspection sticker and a current Texas motor-vehicle license-plate registration sticker.

1. All mobile units, including push carts, must comply with all Texas Traffic and Safety Laws while the unit is in operation; including Section 285.001 of the Texas Transportation Code, as amended.

H. All mobile vehicles must be commercial grade, generator-powered, and certified to meet all State health standards and Texas Department of Transportation standards.

I. If a mobile vendor is going to utilize electricity of an adjacent commercial business by plugging into an electrical outlet during hours of operation, the mobile vendor must submit a notarized letter of permission for use of electricity by the commercial business owner.

1. The letter should be updated every 120 days and be on file with HCHHS-ED.
2. Outlet must comply with Hidalgo County Fire Marshal, National Fire Protection Association, and International Code Council – International Fire Code rules, regulations, and standards.
3. Outlet must be a standard plug-in type and all cords readily removable.

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J. All mobile food vendors serving fresh food must do so in single-serve, single-use containers designed for transport.

K. Flea market establishments allowing the sale of food:

1. Permanent structure food court must have:
    a. Restroom facilities within 300 feet
    b. Plumbing with hot and cold water
    c. Proper waste disposal and
    d. A permanent structure food court shall consist of at least two (2) or more food vendors operating from a permanent or semi-permanent structure (i.e., not readily moveable).
2. Mobile vendor food courts must have:
    a. Restroom facilities within 300 feet
    b. Paved parking space
    c. Electrical outlet and
    d. Waste disposal connection
3. All flea market food vendors regardless of type must be in compliance with Hidalgo County Planning Department, Right of Way Department, the Office of Environmental Compliance, and the Office of the Fire Marshal including but not limited to the On-Site Sewage Facility (OSSF) policies and procedures.
4. Flea market owners with a permanent or mobile food court must maintain a current Food Manager's Certification at all times of operation.
5. All persons engaged in the sale and/or preparation of food must maintain a current Food Handler's Certification at all times of operation.

L. Mobile Vendor Food Courts

1. Mobile vendor food courts must have:
    a. Paved parking space
    b. Electrical outlet
    c. Waste disposal connection and
    d. Appropriate restroom facilities within 300 feet of mobile food vendor vehicles

VI. ADDITIONAL REQUIREMENTS

A. As approved by Order by the Hidalgo County Commissioners Court, HCHHS may impose additional requirements for all food establishments, as follows:

1. Food Manager's Certificate: The owner of the food establishment and the Manager of the food establishment must obtain a Food Manager's Certificate before a permit is issued.

2. Food Handler's Certificate: All employees of a food establishment must obtain a Food Handler's Certificate.

a. The Food Handler's Class will be conducted at HCHHS as scheduled.

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b. The individual must call the HCHHS-ED to register for the class.

c. Term: The Food Handler's Certificate shall be valid for two (2) years from the date issued.

d. Fee: A fee of $20.00 (twenty dollars) shall be paid prior to attending the Food Handler's Class.

e. A picture identification card will be issued to each individual that satisfactorily completes all requirements of the Food Handler's Class.

B. As approved by Order of the Hidalgo County Commissioners Court, HCHHS may impose additional requirements for all mobile food vendors, as follows:

1. Display: A valid decal shall be displayed by a mobile food vendor.

a. Outside of the service window on the left or right side, used in connection with the mobile food vending operation.

b. On the trailer fender above the tailgate and license plate of an open, flat bed or enclosed trailer used in connection with the mobile food vending operation.

c. At the top right-hand corner on the front of a pushcart, used in connection with the mobile food vending operation.

d. Non-transferability: Mobile food vendor permits shall not be transferred or assigned to alternate units and shall be considered revoked should the character of the food vending operation be changed from that specified in the permit.

2. Term: Mobile food vendor permits shall be valid for one (1) year from the date of issue unless sooner suspended or revoked.
a. Mobile food vendors shall be required to submit to a scheduled inspection every 120 days at Hidalgo County Health & Human Services Environmental Division. Failure to submit to scheduled inspection shall be grounds for suspension or revocation of vendor permit.

3. Notice: All mobile food vendors shall provide and maintain on file with HCHHS Environmental Division current hours of operation at all times.
a. All vendors are subject to random inspection during normal business hours.

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4. Violation(s): during a scheduled or random inspection

a. Verbal and/or written notice to correct violation(s): May be issued at the discretion of the inspector depending on the type and severity of the violation(s).

1. 1st violation: Establishment must close for business until violations are corrected.

a. These violations must be fixed on-site or within the allotted time specified by the inspector.

b. Voluntary disposal of food product may be requested by the inspector.

c. Citation may be issued by inspector

2. 2nd violation: If vendor does not comply within the allotted time, the permit shall be suspended or revoked until violations are corrected.

a. Voluntary disposal of food product may be requested by the inspector.

b. Citation may be issued by inspector.

VII. APPLICATION AFTER REVOCATION

Whenever a revocation of a permit has become final, the holder of the revoked permit shall make written application for a new permit, and the food establishment may be required to submit plans and be subject to a pre-opening inspection.

VIII. CRIMINAL PENALTY

A. A person commits an offense if the person operates a food service establishment, retail food store, mobile food unit, or roadside food vendor without a permit required by Hidalgo County. TEX. HEALTH & SAFETY CODE ANN. § 437.016, as amended.

B. An offense under this Section is a Class C Misdemeanor.

C. Each day on which a violation occurs constitutes a separate offense.

IX. INJUNCTION

The District Attorney of Hidalgo County may sue in district court to enjoin a food establishment, retail food store, mobile food unit, or roadside food vendor from operating without a permit, if one is required. TEX. HEALTH & SAFETY CODE ANN. § 437.015, as amended.

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X. FEES

The following fees are to be paid in connection with applications submitted pursuant to these Rules for the issuance or renewal of a permit.

Type of Establishment	Fee
*Temporary Food Permit (14 days)	$25.00
**Mobile Food Vendor Permit (1 year)	$100.00
Food Establishments with 1 – 10 employees	$100.00
Food Establishments with 10 – 20 employees	$125.00
Food Establishments with 21 or more employees	$150.00

*Separate businesses occupying the same booth must purchase individual permits. A business or individual who operates more than one booth at an event must designate the specific location of each booth at the event and must purchase a separate permit for each booth location.

**If a mobile food vendor has more than one (1) mobile unit to conduct the sale of food products, a separate permit must be obtained for each mobile unit.

XI. ENFORCEMENT

The provisions of these Rules shall be enforced by the Chief Administrative Officer of HCHHS (the CAO) or the CAO's authorized representative. It shall be a violation of these Rules for any person in a food establishment to deny access to the CAO or authorized representatives in the performance of the CAO's duties.

HCHHS employees who are not police officers but who have been trained to enforce the health and safety laws relating to food, water, waste control, general sanitation, or vector control are authorized pursuant to Sections 121.031 and 121.032 of the Texas Health and Safety Code and these Rules by Order of Hidalgo County Commissioners Court, to issue citations for violations occurring in the unincorporated areas of Hidalgo County, including areas in the extraterritorial jurisdiction of a municipality. Such citations must state the name of the person cited, the violation charged, and the time and place the person is required to appear in court.

XII. SEVERABILITY

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If any section, subsection, clause, phrase, or portion of these Rules is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of these Rules.

bgsalazar
1/13/2014

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HEALTH AND SAFETY CODE

TITLE 6. FOOD, DRUGS, ALCOHOL, AND HAZARDOUS SUBSTANCES

SUBTITLE A. FOOD AND DRUG HEALTH REGULATIONS

CHAPTER 437. REGULATION OF FOOD SERVICE ESTABLISHMENTS, RETAIL FOOD STORES, MOBILE FOOD UNITS, AND ROADSIDE FOOD VENDORS

Sec. 437.001. DEFINITIONS. In this chapter:

(1) "Board" means the executive commissioner.

(2) "Commissioner" means the commissioner of health.

(2-a) "Baked good" includes cookies, cakes, breads, Danish, donuts, pastries, pies, and other items that are prepared by baking the item in an oven. A baked good does not include a potentially hazardous food item as defined by department rule.

(2-b) "Cottage food production operation" means an individual, operating out of the individual's home, who:

(A) produces a baked good, a canned jam or jelly, or a dried herb or herb mix for sale at the person's home;

(B) has an annual gross income of $50,000 or less from the sale of food described by Paragraph (A); and

(C) sells the foods produced under Paragraph (A) only directly to consumers.

(3) "Department" means the Department of State Health Services.

(3-a) "Executive commissioner" means the executive commissioner of the Health and Human Services Commission.

(4) "Food," "food service establishment," "retail food store," "mobile food unit," "roadside food vendor", and "temporary food service establishment" have the meanings assigned to those terms by rules adopted by the board under this chapter.

(5) "Home" means a primary residence that contains a kitchen and appliances designed for common residential usage.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1993, 73rd Leg., ch. 617, Sec. 1, eff. Sept. 1, 1993.
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1317, Sec. 5, eff. September 1, 2011.

Sec. 437.002. ENFORCEMENT OF STATE LAW BY COUNTY OR PUBLIC HEALTH DISTRICT. (a) A county or public health district may enforce state law and

rules adopted under state law concerning food service establishments, retail food stores, mobile food units, and roadside food vendors.

(b) This chapter does not authorize a county or public health district to adopt orders establishing standards for the operation of food service establishments, retail food stores, mobile food units, or roadside food vendors.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 437.003. COUNTY AUTHORITY TO REQUIRE PERMIT. To enforce state law and rules adopted under state law, the commissioners court of a county by order may require food service establishments, retail food stores, mobile food units, and roadside food vendors in unincorporated areas of the county, including areas in the extraterritorial jurisdiction of a municipality, to obtain a permit from the county.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 437.004. PUBLIC HEALTH DISTRICT AUTHORITY TO REQUIRE PERMIT. (a) A public health district that is established by at least one county and one or more municipalities in the county by order may require food service establishments, retail food stores, mobile food units, and roadside food vendors in the district to obtain a permit from the district.

(b) If the public health district has an administrative board, the administrative board must adopt the order in accordance with its procedures.

(c) If the district does not have an administrative board, the governing body of each member of the district must adopt the order. The order is effective throughout the public health district on the 30th day after the first date on which the governing bodies of all members have adopted the order.

(d) This chapter does not restrict the authority of a municipality that is a member of a public health district to adopt ordinances or administer a permit system concerning food service establishments, retail food stores, mobile food units, and roadside food vendors.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 437.005. PUBLIC HEARING. (a) A commissioners court, governing body, or administrative board, as applicable, may adopt an order under Section 437.003 or 437.004 only after conducting a public hearing on the proposed order.

(b) At least two weeks' public notice must be given before a public hearing may be held.

(c) The notice must be published in a newspaper of general circulation in

the county or public health district on three consecutive days and be printed in 10 point bold-faced type.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 437.0055. PERMIT FROM DEPARTMENT REQUIRED IN AREAS NOT REGULATED BY COUNTY OR PUBLIC HEALTH DISTRICT. (a) A person may not operate a food service establishment, retail food store, mobile food unit, or temporary food service establishment located in an area in which a county or public health district does not require a permit or conduct inspections under this chapter unless the person has a permit issued by the department.

(b) A person required to obtain a permit under Subsection (a) must apply annually for the permit and must pay any fees required by the department.

Added by Acts 1993, 73rd Leg., ch. 617, Sec. 2, eff. Jan. 1, 1994.

Sec. 437.0056. RULEMAKING AUTHORITY. The board may adopt rules for the efficient enforcement of this chapter by the department in an area not regulated under this chapter by a county or public health district. The board by rule shall establish minimum standards for granting and maintaining a permit in an area not regulated under this chapter by a county or public health district. The commissioner may refuse an application for permit or suspend or revoke a permit in an area not regulated under this chapter by a county or public health district.

Added by Acts 1993, 73rd Leg., ch. 617, Sec. 2, eff. Jan. 1, 1994.

Sec. 437.0057. REGULATION OF FOOD HANDLERS AND OTHER FOOD SERVICE EMPLOYEES BY COUNTIES, PUBLIC HEALTH DISTRICTS, AND THE DEPARTMENT. (a) A county, a public health district, or the department may require certification under Subchapter D, Chapter 438, for each food handler who is employed by a food service establishment in which food is prepared on-site for sale to the public and which holds a permit issued by the county, the public health district, or the department. This section applies without regard to whether the food service establishment is at a fixed location or is a mobile food unit.

(b) The requirements of certification under this section may not be more stringent than the requirements of Subchapter D, Chapter 438.

(c) A county, a public health district, or the department may not require an establishment that handles only prepackaged food and does not prepare or package food to employ certified food handlers under this section.

(d) A county, a public health district, or the department may exempt a

food service establishment from the requirement that the county, public health district, or department has imposed under Subsection (a) if the county, the public health district, or the department determines that the application of Subsection (a) to that establishment is not necessary to protect public health and safety.

(e) A county, a public health district, or the department may require a food service establishment to:

(1) post a sign in a place conspicuous to employees, in a form adopted by the executive commissioner of the Health and Human Services Commission, describing a food service employee's responsibilities to report certain health conditions to the permit holder under rules adopted by the executive commissioner; or

(2) require that each food service employee sign a written agreement in a form adopted by the executive commissioner to report those health conditions.

Added by Acts 2009, 81st Leg., R.S., Ch. 926, Sec. 1, eff. September 1, 2009.

Sec. 437.006. MORE THAN ONE PERMIT PROHIBITED. A food service establishment or retail food store may not be required under this chapter to obtain more than one permit for each location.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 437.007. NONPROFIT ORGANIZATIONS EXEMPT. A county or public health district may not require a nonprofit organization to obtain a permit.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 437.0073. MEDALLION FOR MOBILE FOOD UNITS IN CERTAIN POPULOUS MUNICIPALITIES. (a) This section applies only to a municipality with a population of 1.5 million or more.

(b) Any person desiring to operate one or more mobile food units in a municipality subject to this section other than restricted operations mobile food units shall obtain an individual medallion for each operating mobile food unit from the health officer of the municipality. Each medallion will be issued unit-by-unit only after an inspection reveals satisfactory compliance with the provisions of this chapter and applicable municipal regulations or ordinances relating to mobile food units. The medallions shall remain the property of the municipality.

(c) A person may not operate or cause to be operated any mobile food unit

that does not possess a valid medallion issued by the health officer.

(d) A medallion shall be affixed by the health officer or the health officer's authorized agents on the mobile food unit in a conspicuous place where it can be viewed by patrons.

(e) Application for a medallion shall be made on forms provided by the health officer and must include:

(1) the applicant's full name and mailing address;

(2) the address of the location at which the mobile food unit is stationed when not in use;

(3) the business name and address of the commissary or other fixed food service establishment from which potentially hazardous food supplies are obtained;

(4) the address of the servicing area;

(5) a description of the mobile food unit that includes the manufacturer's make, model, and serial number;

(6) the vehicle's state registration number; and

(7) the signature of the applicant.

(f) All of the provisions of this chapter and applicable municipal regulations or ordinances pertaining to food service establishments apply to the commissary or other fixed food service establishment from which the food supplies are obtained. Any suspension or revocation of the food dealer's permit for a food service establishment is cause for suspension or revocation of the medallion of any mobile food unit that is supplied or serviced by the establishment.

Added by Acts 2009, 81st Leg., R.S., Ch. 403, Sec. 1, eff. June 19, 2009.

Sec. 437.0074. MOBILE FOOD UNITS IN CERTAIN POPULOUS COUNTIES. (a) A county with a population of at least 2.8 million, or a municipality or public health district in the county, shall require a mobile food unit to:

(1) return to the food service establishment or commissary from which the unit operates within the 24-hour period preceding operation of the mobile food unit to have cleaning and other services performed on the unit; and

(2) obtain, on completion of an inspection following servicing, written documentation that the mobile food unit has been serviced daily as required by Subdivision (1).

(b) A county, municipality, or public health district that has installed an electronic tagging system shall register and record confirmation that the unit has been serviced as required by Subsection (a)(1).

(c) A municipality with a population of 1.5 million or more in a county

with a population of 2.8 million or more shall require a mobile food unit, other than a mobile food unit that handles only prepackaged food and does not prepare or package food, to obtain a time and date stamp on the documentation required under Subsection (a)(2) from a time and date stamp unit that is constructed to prevent tampering and approved by the municipality's governing body. A record kept by the municipality regarding the time and date stamp on the documentation under Subsection (a)(2) by means of an electronic tagging system under Subsection (b) controls if that record is inconsistent with the record kept by the mobile food unit.

Added by Acts 2007, 80th Leg., R.S., Ch. 1276, Sec. 1, eff. September 1, 2007.
Amended by:
Acts 2009, 81st Leg., R.S., Ch. 403, Sec. 2, eff. January 1, 2010.

Sec. 437.0075. FOOD MANAGERS IN CERTAIN POPULOUS COUNTIES. (a) A county with a population of at least 2.8 million may require a trained food manager to be on duty during the operating hours of a food establishment.

(b) The training required of food managers can be no more extensive than that specified under Subchapter D, Chapter 438.

(c) A food establishment that handles only prepackaged food and does not prepare or package food may not be required to have a certified food manager under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 7, eff. June 19, 1999.

Sec. 437.0076. CERTIFIED FOOD MANAGER. (a) A county or public health district may require each fixed or mobile location retail establishment in which food is prepared on-site for sale to the public that holds a permit issued by the county or public health district to employ a food manager certified under Subchapter G, Chapter 438.

(b) The board may require each fixed or mobile location retail establishment in which food is prepared on-site for sale to the public that is required to be operated under a permit under Section 437.0055 to employ a food manager certified under Subchapter G, Chapter 438.

(c) An establishment that handles only prepackaged food and does not prepare or package food may not be required to have a certified food manager under this section.

(d) The board by rule may exempt establishments other than the establishments described by Subsection (c) from the requirement imposed under this section if the board determines that the application of the requirement to those establishments is not necessary to protect public health and safety.

(e) A county or public health district may exempt establishments other than the establishments exempt under Subsections (c) and (d) from the requirement imposed by the county or public health district under this section if the county or public health district determines that the application of the requirement to those establishments is not necessary to protect public health and safety.

(f) A child-care facility, as that term is defined by Section 42.002, Human Resources Code, is exempt from the requirements imposed under this section.

Added by Acts 2001, 77th Leg., ch. 317, Sec. 1, eff. Sept. 1, 2001.

Sec. 437.008. PERMIT RENEWAL. A county or public health district may require the annual renewal of a permit.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 437.009. INSPECTIONS. Authorized agents or employees of the department, a county, or a public health district may enter the premises of a food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment under the department's, county's, or district's jurisdiction during normal operating hours to conduct inspections to determine compliance with:

(1) state law, including a requirement to hold and display written authorization under Section 437.021;

(2) rules adopted under state law; and

(3) orders adopted by the department, county, or district.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 448, Sec. 1, eff. Sept. 1, 1999.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1402, Sec. 1, eff. June 15, 2007.

Sec. 437.0095. DETENTION. The commissioner or an authorized agent may detain an article of food that is located on the premises of a food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment and is adulterated or misbranded under Chapter 431.

Added by Acts 1999, 76th Leg., ch. 448, Sec. 1, eff. Sept. 1, 1999.

Sec. 437.010. SUBMISSION OF PLANS AND SUBSEQUENT INSPECTION. (a) Before

issuing a permit, a county or public health district may require an applicant to provide plans of the food preparation, storage, and sales areas to determine if the applicant is in compliance with state law and rules adopted under state law governing the applicant.

(b) The county or public health district may deny the permit after initial inspection only if the applicant is not in compliance with the plans approved by the county or district.

(c) If the county or public health district finds on inspection that an applicant is not in compliance with state law and rules adopted under state law, the county or public health district may reinspect the applicant at a later date to determine if the applicant is in compliance.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 437.011. INSPECTION OF EXISTING ENTITIES ON ADOPTION OF ORDER. (a) When a county or public health district requires a permit, the county or district shall make an initial inspection of the facilities of any existing entity applying for the permit.

(b) An existing entity is entitled to continue to operate pending its initial inspection.

(c) If the county or public health district determines on inspection that an entity does not meet the standards established by state law or rules adopted under state law, the county or district may start revocation proceedings as if the entity had obtained a permit.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 437.012. COUNTY AND PUBLIC HEALTH DISTRICT FEES. (a) A county or public health district may require the payment of a fee for issuing or renewing a permit.

(b) Except as provided by Subsection (f), the fee charged by a county or public health district for issuing or renewing a permit may not exceed $150.

(c) Fees collected by a county under this chapter shall be deposited to the credit of a special fund of the county. Fees collected by a public health district under this chapter shall be deposited to the credit of a special fund created by the cooperative agreement under which the district operates.

(d) Fees deposited as provided by this section may be spent only for conducting inspections required by this chapter and issuing permits.

(e) This section does not apply to a county or public health district covered by Section 437.0123.

(f) A county or public health district may, by rule or order, adopt a

variable scale to determine the fee charged for a permit under this section. In adopting a rule or order under this subsection, the county or public health district may consider:

(1) the size of the food service establishment, retail food store, mobile food unit, or roadside food vendor;

(2) the number of people employed at the food service establishment, retail food store, mobile food unit, or roadside food vendor; and

(3) the gross sales of the food service establishment, retail food store, mobile food unit, or roadside food vendor.

(g) A fee charged under Subsection (f) may not exceed $300.

(h) The fee charged to a child care facility under this section may not exceed $150.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1993, 73rd Leg., ch. 617, Sec. 3, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 156, Sec. 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 72, Sec. 1, eff. Sept. 1, 2001.

Sec. 437.0123. COUNTY AND PUBLIC HEALTH DISTRICT FEES IN CERTAIN POPULOUS COUNTIES. (a) A county that has a population of at least 2.8 million or a public health district at least part of which is in a county that has a population of at least 2.8 million may require the payment of a fee for issuing or renewing a permit or for performing an inspection to enforce this chapter or a rule adopted under this chapter. A county with a population of at least 2.8 million may require a trained food manager to be on duty during each day of operation of a food service establishment. The training required of food managers can be no more extensive than that specified under Subchapter D, Chapter 438. A food service establishment that handles only prepackaged food and does not prepare or package food may not be required to have a certified food manager under this section.

(b) A county or public health district that requires payment of a fee under Subsection (a) shall set the fee in an amount that allows the county or district to recover at least 50 percent of the annual expenditures by the county or district for:

(1) reviewing and acting on a permit;

(2) amending and renewing a permit; and

(3) inspecting a facility as provided by this chapter and rules adopted under this chapter.

(c) Notwithstanding Subsection (b), the fee charged by a county or public health district may not exceed the highest fee charged by a municipality in the

county or public health district or $300, whichever amount is less.

(d) Fees collected by a county under this chapter shall be deposited to the credit of a special fund of the county. Fees collected by a public health district under this chapter shall be deposited to the credit of a special fund created by the cooperative agreement under which the district operates.

(e) Fees deposited as provided by this section may be spent only for a purpose described by Subsection (b).

Added by Acts 1997, 75th Leg., ch. 156, Sec. 1, eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 480, Sec. 1, eff. Aug. 30, 1999.

Sec. 437.0125. DEPARTMENT FEES. (a) The department shall collect fees for:

(1) filing, renewing, or amending a permit; and

(2) an inspection performed to enforce this chapter or a rule adopted under this chapter.

(b) The department may charge annual fees.

(c) The board by rule shall set the fees in amounts that allow the department to recover at least 50 percent of the annual expenditures by the department for:

(1) reviewing and acting on a permit;

(2) amending and renewing a permit;

(3) inspecting a facility as provided by this chapter and rules adopted under this chapter; and

(4) implementing and enforcing this chapter, including a rule or order adopted or a license issued by the department.

(d) The department shall spend not less than 50 percent of the permit fees collected to inspect facilities and to enforce and administer this chapter.

(e) All permit fees collected by the department under this chapter shall be deposited in the state treasury to the credit of the food and drug retail fee fund.

Added by Acts 1993, 73rd Leg., ch. 617, Sec. 4, eff. Sept. 1, 1993.

Sec. 437.013. AUDITED STATEMENT. (a) A county or public health district shall file an audited statement with the Texas Department of Health on or before January 15 of each year.

(b) The statement must include the receipts of funds collected under this chapter, all expenditures of funds, and fund balances.

(c) A county or public health district that fails to timely file the statement may not require the payment of a fee for issuing or renewing a permit

until the statement is filed.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 437.014. DENIAL, SUSPENSION, OR REVOCATION OF PERMIT. (a) A county or public health district may refuse to issue a permit or may suspend or revoke a permit if the county or district finds that the food service establishment, retail food store, mobile food unit, or roadside food vendor is not in compliance with state law, rules adopted under state law, or orders adopted by the county or district.

(b) A permit may be denied, suspended, or revoked only after notice and an opportunity for a hearing.

(c) A county or public health district that requires a permit to operate a food service establishment, retail food store, mobile food unit, or roadside food vendor shall adopt procedures for denying, suspending, or revoking a permit that afford due process to the applicant or permit holder.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 437.0145. EMERGENCY SUSPENSION OR CLOSING ORDER. (a) The department shall suspend the license of a food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment or order the immediate closing of the food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment if:

(1) the department finds the food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment is operating in violation of the standards prescribed by this chapter; and

(2) the violation creates an immediate threat to the health and safety of the public.

(b) An order suspending a license or closing a food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment under this section is immediately effective on the date on which the license holder receives written notice or a later date specified in the order.

(c) An order suspending a license or ordering an immediate closing of a food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment is valid for 10 days after the effective date of the order.

Added by Acts 1999, 76th Leg., ch. 448, Sec. 1, eff. Sept. 1, 1999.

Sec. 437.015. INJUNCTION. A city attorney, county attorney, or district attorney may sue in district court to enjoin a food service establishment, retail food store, mobile food unit, or roadside food vendor from operating without a permit if a permit is required.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 437.0155. DEPARTMENT INJUNCTION. (a) If it appears that a person has violated, is violating, or threatens to violate this chapter or a rule adopted under this chapter, the department may institute a civil suit in a district court for injunctive relief to restrain the person from continuing the violation or threat of violation.

(b) The department may petition a district court for a temporary restraining order to immediately halt a violation or other action creating an emergency condition if it appears that:

(1) a person is violating or threatening to violate this chapter or a rule or order adopted under this chapter; and

(2) the violation or threatened violation creates an immediate threat to the health and safety of the public.

(c) On the department's request, the attorney general shall institute a suit in the name of the state for injunctive relief.

(d) In an action for injunctive relief under this section, the court may grant any prohibitory or mandatory injunction warranted by the facts, including temporary restraining orders, temporary injunctions, and permanent injunctions. The court shall grant injunctive relief without a bond or other undertaking by the department.

(e) Venue for a suit brought under this section is in the county in which the violation or threat of violation is alleged to have occurred.

Added by Acts 1999, 76th Leg., ch. 448, Sec. 1, eff. Sept. 1, 1999.

Sec. 437.016. CRIMINAL PENALTY: VIOLATION OF COUNTY AND PUBLIC HEALTH DISTRICT PERMIT REQUIREMENTS. (a) A person commits an offense if the person operates a food service establishment, retail food store, mobile food unit, or roadside food vendor without a permit required by the county or public health district in which the entity is operating.

(b) An offense under this section is a Class C misdemeanor.

(c) Each day on which a violation occurs constitutes a separate offense.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1993, 73rd Leg., ch. 617, Sec. 5, eff. Sept. 1, 1993.

Sec. 437.0165. CRIMINAL PENALTY: VIOLATION OF DEPARTMENT PERMIT REQUIREMENT. (a) A person commits an offense if the person operates a food service establishment, retail food store, mobile food unit, or temporary food service establishment without a permit that is required by the department under Section 437.0055.

(b) An offense under this section is a Class A misdemeanor.

(c) Each day on which a violation occurs constitutes a separate offense.

Added by Acts 1993, 73rd Leg., ch. 617, Sec. 6, eff. Jan. 1, 1994.

Sec. 437.017. CONFLICT WITH ALCOHOLIC BEVERAGE CODE. The Alcoholic Beverage Code and rules adopted by the Alcoholic Beverage Commission control to the extent of a conflict between this chapter or an order adopted under this chapter.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 437.018. ADMINISTRATIVE PENALTY. (a) The commissioner may impose an administrative penalty against a person who holds a permit or who is regulated under this chapter and who violates this chapter or a rule or order adopted under this chapter.

(b) The penalty for a violation may be in an amount not to exceed $10,000. Each day a violation continues or occurs is a separate violation for purposes of imposing a penalty.

(c) The amount of the penalty shall be based on:

(1) the seriousness of the violation, including the nature, circumstances, extent, and gravity of any prohibited acts, and the hazard or potential hazard created to the health, safety, or economic welfare of the public;

(2) the enforcement costs relating to the violation;

(3) the history of previous violations;

(4) the amount necessary to deter future violations;

(5) efforts to correct the violation; and

(6) any other matter that justice may require.

(d) If the commissioner determines that a violation has occurred, the commissioner shall issue an order that states the facts on which the determination is based, including an assessment of the penalty.

(e) Within 14 days after the date the order is issued, the commissioner shall give written notice of the order to the person. The notice may be given by certified mail. The notice must include a brief summary of the alleged violation and a statement of the amount of the recommended penalty and must inform the person that the person has a right to a hearing on the occurrence of the violation, the amount of the penalty, or both the occurrence of the violation and the amount of the penalty.

(f) Within 20 days after the date the person receives the notice, the person in writing may accept the determination and recommended penalty of the commissioner or may make a written request for a hearing on the occurrence of the violation, the amount of the penalty, or both the occurrence of the violation and the amount of the penalty.

(g) If the person accepts the determination and recommended penalty of the commissioner, the commissioner by order shall approve the determination and impose the recommended penalty.

(h) If the person requests a hearing or fails to respond timely to the notice, the commissioner shall set a hearing and give notice of the hearing to the person. An administrative law judge shall make findings of fact and conclusions of law and promptly issue to the commissioner a proposal for a decision about the occurrence of the violation and the amount of a proposed penalty. Based on the findings of fact, conclusions of law, and proposal for a decision, the commissioner by order may find that a violation has occurred and impose a penalty or may find that no violation occurred.

(i) The notice of the commissioner's order given to the person under Chapter 2001, Government Code must include a statement of the right of the person to judicial review of the order.

(j) Within 30 days after the date the board's order is final as provided by Subchapter F, Chapter 2001, Government Code, the person shall:

(1) pay the amount of the penalty;

(2) pay the amount of the penalty and file a petition for judicial review contesting the occurrence of the violation, the amount of the penalty, or both the occurrence of the violation and the amount of the penalty; or

(3) without paying the amount of the penalty, file a petition for judicial review contesting the occurrence of the violation, the amount of the penalty, or both the occurrence of the violation and the amount of the penalty.

(k) Within the 30-day period, a person who acts under Subsection (j)(3) of this section may:

(1) stay enforcement of the penalty by:

(A) paying the amount of the penalty to the court for placement in an escrow account; or

(B) giving to the court a supersedeas bond that is approved by the court for the amount of the penalty and that is effective until all judicial review of the board's order is final; or

(2) request the court to stay enforcement of the penalty by:

(A) filing with the court a sworn affidavit of the person stating that the person is financially unable to pay the amount of the penalty and is financially unable to give the supersedeas bond; and

(B) giving a copy of the affidavit to the commissioner by certified mail.

(l) The commissioner on receipt of a copy of an affidavit under Subsection (k)(2) of this section may file with the court, within five days after the date the copy is received, a contest to the affidavit. The court shall hold a hearing on the facts alleged in the affidavit as soon as practicable and shall stay the enforcement of the penalty on finding that the alleged facts are true. The person who files an affidavit has the burden of proving that the person is financially unable to pay the amount of the penalty and to give a supersedeas bond.

(m) If the person does not pay the amount of the penalty and the enforcement of the penalty is not stayed, the commissioner may refer the matter to the attorney general for collection of the amount of the penalty.

(n) Judicial review of the order of the commissioner:

(1) is instituted by filing a petition as provided by Subchapter G, Chapter 2001, Government Code; and

(2) is under the substantial evidence rule.

(o) If the court sustains the occurrence of the violation, the court may uphold or reduce the amount of the penalty and order the person to pay the full or reduced amount of the penalty. If the court does not sustain the occurrence of the violation, the court shall order that no penalty is owed.

(p) When the judgment of the court becomes final, the court shall proceed under this subsection. If the person paid the amount of the penalty and if that amount is reduced or is not upheld by the court, the court shall order that the appropriate amount plus accrued interest be remitted to the person. The rate of the interest is the rate charged on loans to depository institutions by the New York Federal Reserve Bank, and the interest shall be paid for the period beginning on the date the penalty was paid and ending on the date the penalty is remitted. If the person gave a supersedeas bond and if the amount of the penalty is not upheld by the court, the court shall order the release of the bond. If the person gave a supersedeas bond and if the amount of the penalty is reduced, the court shall order the release of the bond after the person pays the amount.

(q) A penalty collected under this section shall be remitted to the comptroller for deposit in the general revenue fund.

(r) All proceedings under this section are subject to Chapter 2001, Government Code.

Added by Acts 1993, 73rd Leg., ch. 617, Sec. 6, eff. Jan. 1, 1994. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 5.95(49), (53), (59), eff. Sept. 1, 1995.

Sec. 437.0185. ADMINISTRATIVE PENALTY BY PUBLIC HEALTH DISTRICT OR COUNTY. (a) The director of a public health district or the commissioners court of a county may impose an administrative penalty on a person the district or county requires to hold a permit under Section 437.003 or 437.004 if the person violates this chapter or a rule or order adopted under this chapter.

(b) The amount of the penalty may not exceed $500 per day, and each day a violation continues or occurs is a separate violation for the purpose of imposing a penalty. The amount shall be based on:

(1) the seriousness of the violation, including the nature, circumstances, extent, and gravity of the violation;

(2) the history of previous violations;

(3) the amount necessary to deter a future violation;

(4) efforts to correct the violation; and

(5) any other matter that justice may require.

(c) The enforcement of the penalty may be stayed during the time the order is under judicial review if the person pays the penalty to the clerk of the court. A person who cannot afford to pay the penalty may stay the enforcement by filing an affidavit in the manner required by the Texas Rules of Civil Procedure for a party who cannot afford to file security for costs.

(d) Not later than the 20th day after the date the person receives notice of the penalty, the person in writing may:

(1) accept the determination and pay the recommended penalty of the director or commissioners court; or

(2) make a request for a hearing on the occurrence of the violation, the amount of the penalty, or both.

(e) The justice of the peace for the justice precinct in which the retail food store or food establishment is located or the mobile food establishment or roadside food vendor is based shall hold a hearing requested under Subsection (d).

(f) If the court sustains the finding that a violation occurred, the court may uphold or reduce the amount of the penalty and order the person to pay the full or reduced amount of the penalty.

(g) If the court does not sustain the finding that a violation occurred, the court shall order that a penalty is not owed.

(h) If the person paid the penalty to the clerk of the court and if the amount of the penalty is reduced or the penalty is not upheld by the court, the court shall order, when the court's judgment becomes final, that the appropriate amount be remitted to the person.

Added by Acts 2007, 80th Leg., R.S., Ch. 1202, Sec. 1, eff. September 1, 2007.

Sec. 437.0186. ASSESSMENT OF ADMINISTRATIVE PENALTY. An administrative penalty may be imposed for a violation of this chapter or a rule or order under this chapter by the state under Section 437.018 or by the director of a public health district or commissioners court of a county under Section 437.0185, but not both.

Added by Acts 2007, 80th Leg., R.S., Ch. 1202, Sec. 1, eff. September 1, 2007.

Sec. 437.019. EXEMPTION FOR CERTAIN BED AND BREAKFAST ESTABLISHMENTS. (a) Except as provided by Subsection (c), a bed and breakfast establishment with seven or fewer rooms for rent that serves only breakfast to its overnight guests is not a food service establishment for purposes of this chapter. An owner or manager of a bed and breakfast establishment covered by this subsection shall successfully complete a food manager's certification course accredited by the department.

(b) Except as provided by Subsection (c), a bed and breakfast establishment that has more than seven rooms for rent, or that provides food service other than breakfast to its overnight guests, is a food service establishment for purposes of this chapter but may not be required to meet all criteria applicable to a larger food service establishment such as a restaurant. The board, commissioners court, governing body, or administrative board, as applicable, shall adopt minimum standards for a bed and breakfast establishment covered by this subsection.

(c) A bed and breakfast establishment that provides food service other than to overnight guests is a food service establishment for purposes of this chapter and is subject to all rules and regulations applicable to a food service establishment.

Added by Acts 1995, 74th Leg., ch. 689, Sec. 1, eff. June 15, 1995.

Sec. 437.0191. EXEMPTION FOR COTTAGE FOOD PRODUCTION OPERATIONS. A cottage food production operation is not a food service establishment for

purposes of this chapter.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1317, Sec. 6, eff. September 1, 2011.

Sec. 437.0192. REGULATION OF COTTAGE FOOD PRODUCTION OPERATIONS BY LOCAL HEALTH DEPARTMENT PROHIBITED; COMPLAINTS. (a) A local health department may not regulate the production of food at a cottage food production operation.

(b) Each local health department and the department shall maintain a record of a complaint made by a person against a cottage food production operation.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1317, Sec. 6, eff. September 1, 2011.

Sec. 437.0193. LABELING REQUIREMENTS FOR COTTAGE FOOD PRODUCTION OPERATIONS. The executive commissioner shall adopt rules requiring a cottage food production operation to label all of the foods described in Section 437.001(2-b)(A) that the operation sells to consumers. The label must include the name and address of the cottage food production operation and a statement that the food is not inspected by the department or a local health department.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1317, Sec. 6, eff. September 1, 2011.

Sec. 437.0194. SALES BY COTTAGE FOOD PRODUCTION OPERATIONS THROUGH THE INTERNET PROHIBITED. A cottage food production operation may not sell any of the foods described in Section 437.001(2-b)(A) through the Internet.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1317, Sec. 6, eff. September 1, 2011.

Sec. 437.020. PRODUCE SAMPLES AT MUNICIPALLY OWNED FARMERS' MARKETS. (a) Except as provided by Subsection (b):

(1) this chapter does not regulate the provision of samples of produce to consumers at a municipally owned farmers' market; and

(2) a rule adopted under state law may not regulate the provision of samples of produce to consumers at a municipally owned farmers' market.

(b) Produce samples may only be distributed at a municipally owned farmers' market if the following sanitary conditions exist:

(1) produce samples must be kept in approved, clean, and covered containers;

(2) produce samples must be distributed in a sanitary manner;

(3) clean, disposable plastic gloves must be used when cutting produce samples;

(4) produce intended for sampling must be washed in potable water to remove any soil or other material so that it is wholesome and safe for consumption;

(5) potable water must be available for hand washing and sanitizing as approved by the local or state enforcement agency;

(6) potentially hazardous cut produce, as determined by rule of the department, must be maintained at or below 41 degrees Fahrenheit, and produce samples must be disposed of within two hours after cutting;

(7) utensil and hand washing water must be disposed of in a facility connected to the public sewer system or in a manner approved by the local or state enforcement agency; and

(8) utensils and cutting surfaces must be smooth, nonabsorbent, and easily cleaned or disposed of as approved by the local or state enforcement agency.

Added by Acts 2005, 79th Leg., Ch. 191, Sec. 1, eff. May 27, 2005.

Sec. 437.0201. REGULATION OF FOOD AT FARMERS' MARKETS UNDER TEMPORARY FOOD ESTABLISHMENT PERMITS. (a) In this section, "farmers' market" means a designated location used primarily for the distribution and sale directly to consumers of food products by farmers or other producers.

(b) The department or a local health department may issue a temporary food establishment permit to a person who sells food at a farmers' market without limiting the number of days for which the permit is effective to the number of days during which the farmers' market takes place.

(c) A permit issued under Subsection (b) may be valid for up to one year and may be renewed on expiration.

(d) This section does not apply to a farmers' market in a county:

(1) that has a population of less than 50,000; and

(2) over which no local health department has jurisdiction.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1317, Sec. 7, eff. September 1, 2011.

Sec. 437.0202. TEMPERATURE REQUIREMENTS FOR FOOD AT FARMERS' MARKETS. (a) In this section, "farmers' market" has the meaning assigned by Section 437.0201.

(b) The executive commissioner by rule may adopt temperature requirements for food sold at, prepared on-site at, or transported to or from a farmers' market under Section 437.020 or 437.0201. Food prepared on-site at a farmers' market may be sold or distributed at the farmers' market only if the food is prepared in compliance with the temperature requirements adopted under this

section.

(c) Except as provided by Subsection (d), the executive commissioner or a state or local enforcement agency may not mandate a specific method for complying with the temperature control requirements adopted under Subsection (b).

(d) The municipality in which a municipally owned farmers' market is located may adopt rules specifying the method or methods that must be used to comply with the temperature control requirements adopted under Subsection (b).

(e) This section does not apply to a farmers' market in a county:

(1) that has a population of less than 50,000; and

(2) over which no local health department has jurisdiction.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1317, Sec. 7, eff. September 1, 2011.

Sec. 437.021. AUTHORITY TO OPERATE ON CERTAIN PROPERTY. A person operating a mobile food unit, roadside food vendor, or temporary food service establishment in a county with a population of more than 3.3 million shall acquire written authorization from the owner of the property on which the unit, vendor, or establishment is operating. The written authorization must:

(1) be notarized;

(2) provide that the operator has the property owner's permission to operate the unit, vendor, or establishment on the property; and

(3) be prominently displayed in the unit, vendor, or establishment in plain view of the public at all times.

Added by Acts 2007, 80th Leg., R.S., Ch. 1402, Sec. 2, eff. June 15, 2007.

AI-42551 **Health & Human Services Dept. 10. C.**

CC REGULAR

Meeting Date: 01/21/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Pursuant to Chapter 121 Local Public Health Reorganization Act; Sec.121.006, requesting approval of the Full-Pay Schedule of Fees to be effective 01/21/14.

BACKGROUND

11/20/12 - AI-35128 Approval of Fees
03/26/13 - AI-37696 Approval of Fees
05/14/13 - AI-38542 Approval of Fees
08/27/13 - AI-40172 Approval of Fees

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** VARIOUS

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

BUDGETARY IMPACT:

No budgetary impact, Revenue is credited into various revenue accounts depending on public health service.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

General Fund Accts.

Attachments

Health Code
Schedule of Fees

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/08/2014 02:30 PM
Obdett Calzada	Obdett Calzada	01/16/2014 03:32 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Mike Escaname Started On: 01/08/2014 02:00 PM

Final Approval Date: 01/17/2014

HEALTH AND SAFETY CODE

TITLE 2. HEALTH

SUBTITLE F. LOCAL REGULATION OF PUBLIC HEALTH

CHAPTER 121. LOCAL PUBLIC HEALTH REORGANIZATION ACT

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 121.001. SHORT TITLE. This chapter may be cited as the Local Public Health Reorganization Act.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.002. DEFINITIONS. In this chapter:

(1) "Essential public health services" means services to:

(A) monitor the health status of individuals in the community to identify community health problems;

(B) diagnose and investigate community health problems and community health hazards;

(C) inform, educate, and empower the community with respect to health issues;

(D) mobilize community partnerships in identifying and solving community health problems;

(E) develop policies and plans that support individual and community efforts to improve health;

(F) enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

(G) link individuals who have a need for community and personal health services to appropriate community and private providers;

(H) ensure a competent workforce for the provision of essential public health services;

(I) research new insights and innovative solutions to community health problems; and

(J) evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.

(2) "Physician" means a person licensed to practice medicine by the Texas State Board of Medical Examiners.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 1, eff. June 19, 1999.

Sec. 121.003. POWERS OF MUNICIPALITIES AND COUNTIES. (a) The governing body of a municipality or the commissioners court of a county may enforce any law that is reasonably necessary to protect the public health.

(b) The governing bodies of municipalities and the commissioners courts of counties may cooperate with one another in making necessary improvements and providing services to promote the public health in accordance with The Interlocal Cooperation Act (Article 4413(32c), Vernon's Texas Civil Statutes).

(c) The commissioners court of a county may grant authority under this subsection to a county employee who is trained by a health authority appointed by the county under Section 121.021, by a local health department established under Section 121.031, or by a public health district established under Section 121.041 and who is not a peace officer. The court may grant to the employee the power to issue a citation in an unincorporated area of the county to enforce any law or order of the commissioners court that is reasonably necessary to protect the public health. A citation issued under this subsection must state the name of the person cited, the violation charged, and the time and place the person is required to appear in court. If a person who receives a citation under this subsection fails to appear on the return date of the citation, the court may issue a warrant for the person's arrest for the violation described in the citation.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 562, Sec. 1, eff. Aug. 26, 1991.

Sec. 121.0035. REGULATION OF MOBILE FOOD UNITS AND ROADSIDE FOOD VENDORS IN CERTAIN POPULOUS AREAS. (a) In this section, "mobile food unit" and "roadside food vendor" have the meanings assigned under Section 437.001.

(b) A municipality with a population of 1.5 million or more

and a county with a population of 3.4 million or more shall enforce state law and rules adopted under state law concerning mobile food units and roadside food vendors in the same manner that the county or municipality enforces other health and safety regulations relating to food service.

Added by Acts 2005, 79th Leg., Ch. 1288, Sec. 1, eff. September 1, 2005.

Sec. 121.004. LOCAL HEALTH UNITS. A local health unit is a division of municipal or county government that provides public health services but does not provide each service required of a local health department under Section 121.032(a) or of a public health district under Section 121.043(a).

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.005. STATE AND LOCAL AFFILIATION; CONTRACTS. (a) A local health unit, local health department, or public health district may become affiliated with the department to facilitate the exchange of information and the coordination of public health services.

(b) To be affiliated with the department, a local health unit, local health department, or public health district must annually provide to the department information relating to:

(1) services provided;

(2) staffing patterns; and

(3) funding sources and budget.

(c) The department may contract with a local health unit, local health department, or public health district for the provision of public health services.

(d) The board may adopt rules necessary to implement this section.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.006. PUBLIC HEALTH SERVICES FEES; STATE SUPPORT. (a) The governing body of a municipality, the commissioners court of a county, or the administrative board of a public health district may adopt ordinances or rules to charge fees for public health

services.

(b) A municipality, county, or public health district may not deny public health services to an individual because of inability to pay for the services. A municipality, county, or public health district shall provide for the reduction or waiver of a fee for an individual who cannot pay for services in whole or in part.

(c) The Uniform Grant and Contract Management Act of 1981 (Article 4413(32g), Vernon's Texas Civil Statutes) and standards adopted under that Act control, if applicable, if the local health unit, local health department, or public health district receives state support for the provision of public health services.

(c-1) A fee for a public health service charged in the jurisdiction of a public health district may be uniform throughout the district regardless of which governmental entity member of the district charges the fee. The fee may be set at an amount up to the highest amount charged by any governmental entity member of the district.

(d) In this section, "public health services" means:

(1) personal health promotion and maintenance services;

(2) infectious disease control and prevention services;

(3) environmental and consumer health programs;

(4) public health education and information services;

(5) laboratory services; and

(6) administrative services.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 810, Sec. 1, eff. September 1, 2007.

Sec. 121.0065. GRANTS FOR ESSENTIAL PUBLIC HEALTH SERVICES. (a) Subject to the availability of funds, the department shall administer a program under which appropriated money may be granted to counties, municipalities, public health districts, and other political subdivisions for use by the counties, municipalities,

public health districts, and other political subdivisions to provide or pay for essential public health services.

(b) The grants authorized by Subsection (a) shall be distributed equally between urban and rural areas of the state.

(c) The board shall adopt rules governing:

(1) the allocation formula for grants awarded under this section;

(2) the manner in which a municipality, county, public health district, or other political subdivision applies for a grant;

(3) the procedures for awarding grants; and

(4) the minimum essential public health services to be provided under the grant and other standards applicable to the services to be provided under the grant.

(d) A municipality, county, public health district, or other political subdivision that receives a grant under this section, in consultation with the department, shall develop a plan to evaluate the effectiveness, accessibility, and quality of the essential public health services that are provided under the grant. The plan must:

(1) identify the outcomes that are intended to result from the use of the grant money and establish a mechanism to measure those outcomes; and

(2) establish performance standards for the delivery of essential public health services and a mechanism to measure compliance with those standards.

(e) The governing body of the municipality, the commissioners court of the county, or the members of a public health district may appoint a local health board to monitor the use of the money received under this section.

(f) A public health board established under Section 121.034 or 121.046 may serve as the local health board authorized under Subsection (e).

(g) The governing body of the municipality or the commissioners court of a county may serve as the local health board authorized under Subsection (e). If the governing body of the municipality or the commissioners court of the county elects to

serve as the local health board, the governing body or commissioners court may appoint an advisory committee to advise the governing body or commissioners court with respect to the use of the money granted under this section.

(h) Chapter 783, Government Code, and standards adopted under that chapter control if applicable to a grant made under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0066. ESSENTIAL PUBLIC HEALTH SERVICES PROVIDED BY DEPARTMENT. (a) Subject to the availability of funds, the department may provide essential public health services for a population for which a municipality, county, public health district, or other political subdivision is not receiving a grant to provide those services under Section 121.0065.

(b) Subject to the availability of funds, the department shall develop a plan that complies with Section 121.0065(d) to evaluate the effectiveness, accessibility, and quality of essential public health services provided under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.007. PUBLIC HEALTH REGIONS. (a) The board may designate geographic areas of the state as public health regions to provide public health services.

(b) The board shall appoint a physician to serve as regional director for each public health region. The regional director is the chief administrative officer of the region. The board shall establish the qualifications and terms of employment of a regional director.

(c) The board or its designee may require a regional director to perform the duties of a health authority. The regional director may perform those duties, as authorized by the board or commissioner, in a jurisdiction in the region in which the health authority fails to perform duties prescribed by the board under Section 121.024. The regional director shall perform the duties of a health authority in a jurisdiction in the region in which there is not a health authority.

(d), (e) Repealed by Acts 1999, 76th Leg., ch. 1378, Sec. 8, eff. June 19, 1999.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 1, eff. Sept. 1, 1991; Acts 1999, 76th Leg., ch. 1378, Sec. 3, 8, eff. June 19, 1999.

Sec. 121.008. ANNUAL CONFERENCE. (a) The board shall hold an annual conference for health authorities and for directors of local health departments and public health districts. The commissioner or the commissioner's designee shall preside over the conference.

(b) A county or municipality may pay necessary expenses incurred by its health authority or director in attending the conference.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER B. HEALTH AUTHORITIES

Sec. 121.021. HEALTH AUTHORITY. A health authority is a physician appointed under the provisions of this chapter to administer state and local laws relating to public health within the appointing body's jurisdiction.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 2, eff. Sept. 1, 1991.

Sec. 121.022. QUALIFICATIONS. (a) A health authority must be:

(1) a competent physician with a reputable professional standing who is legally qualified to practice medicine in this state; and

(2) a resident of this state.

(b) To be qualified to serve as a health authority, the appointee must:

(1) take and subscribe to the official oath; and

(2) file a copy of the oath and appointment with the board.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.023. TERM OF OFFICE. A health authority serves for a term of two years and may be appointed to successive terms.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.024. DUTIES. (a) A health authority is a state officer when performing duties prescribed by state law.

(b) A health authority shall perform each duty that is:

(1) necessary to implement and enforce a law to protect the public health; or

(2) prescribed by the board.

(c) The duties of a health authority include:

(1) establishing, maintaining, and enforcing quarantine in the health authority's jurisdiction;

(2) aiding the board in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the health authority's jurisdiction;

(3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the health authority's jurisdiction to the board in the manner and at the times prescribed by the board;

(4) reporting to the board on any subject on which it is proper for the board to direct that a report be made; and

(5) aiding the board in the enforcement of the following in the health authority's jurisdiction:

(A) proper rules, requirements, and ordinances;

(B) sanitation laws;

(C) quarantine rules; and

(D) vital statistics collections.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.025. REMOVAL FROM OFFICE. A health authority may be removed from office for cause under the personnel procedures applicable to the heads of departments of the local government that the health authority serves.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER C. MUNICIPALITIES AND COUNTIES WITHOUT ORGANIZED LOCAL PUBLIC HEALTH DEPARTMENTS OR DISTRICTS

Sec. 121.028. APPOINTMENT OF HEALTH AUTHORITY. (a) The governing body of a municipality or the commissioners court of a county that has not established a local health department or a public health district may appoint a physician as health authority to administer state and local laws relating to public health in the municipality's or county's jurisdiction.

(b) The governing body of a municipality or the commissioners court of a county described by Subsection (a) that is receiving a grant under Section 121.0065 shall appoint a physician as health authority.

(c) An individual appointed to serve as health authority for a county or municipality may serve as the health authority for one or more other jurisdictions under an interlocal contract made in accordance with Chapter 791, Government Code.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 4, eff. June 19, 1999.

Sec. 121.029. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the

health authority who made the delegation; however, the health authority may limit the time to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity that appoints the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991.

SUBCHAPTER D. LOCAL HEALTH DEPARTMENTS

Sec. 121.031. ESTABLISHMENT. The governing body of a municipality or the commissioners court of a county may establish a local health department by majority vote.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.032. POWERS AND DUTIES. A local health department may perform all public health functions that the municipality or county that establishes the local health department may perform.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 5, eff. June 19, 1999.

Sec. 121.033. DEPARTMENT DIRECTOR. (a) The governing body of a municipality or the commissioners court of a county shall appoint the director of the municipality's or county's local health department.

(b) The director is the chief administrative officer of the local health department, and if the director is a physician, the director is the health authority in the local health department's jurisdiction.

(c) The governing body of a municipality or the commissioners court of a county may designate a person to perform

its appointment duties under this section.

(d) A director of a local health department who is not a physician shall appoint a physician as the health authority in the local health department's jurisdiction, subject to the approval of the governing body or the commissioners court, as appropriate, and the board.

(e) The governing body or the commissioners court, as appropriate, shall set the compensation of the director and the health authority in its jurisdiction, except that the compensation, including a salary, may be allowed only for services actually rendered.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989.

Sec. 121.0331. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician who is employed by the municipality's or county's local health department to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the delegation to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity or entities that appoint the health authority

and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 7, eff. Sept. 1, 1991.

Sec. 121.034. PUBLIC HEALTH BOARD. (a) The governing body of a municipality that establishes a local health department may provide for the creation of an administrative or advisory public health board and the appointment of representatives to that board.

(b) The commissioners court of a county that establishes a local health department may provide for the creation of an advisory public health board and the appointment of representatives to that board.

(c) The director of the local health department is an ex officio, nonvoting member of any public health board established for the local health department.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER E. PUBLIC HEALTH DISTRICTS

Sec. 121.041. ESTABLISHMENT. By a majority vote of each governing body, a public health district may be established by:

(1) two or more counties;

(2) two or more municipalities;

(3) a county and one or more municipalities in the county; or

(4) two or more counties and one or more municipalities in those counties.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.042. ADMISSION TO DISTRICT. (a) Any governmental entity, including a school district, may apply to become a member of a public health district.

(b) The governing body of each member shall review the application.

(c) The governmental entity may be admitted to membership on terms acceptable to the applicant and the members if a majority of the governing body of each member approves the application.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.043. POWERS AND DUTIES. (a) A public health district may perform any public health function that any of its members may perform unless otherwise restricted by law.

(b) For purposes of Section 121.005, a public health district shall be identified by its program of public health services and shall, at a minimum, provide the services listed for a local health department under Section 121.032(b).

(c) A public health district may sue and be sued.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 476, Sec. 3, eff. Aug. 26, 1991.

Sec. 121.044. COOPERATIVE AGREEMENT. (a) The members of a public health district shall prepare a written cooperative agreement that sets out fully the terms of operation of the district.

(b) The terms in a cooperative agreement must include:

(1) organizational structure;

(2) financial administration; and

(3) procedures for:

(A) modification of the cooperative agreement;

(B) admission, withdrawal, and expulsion of members;

(C) dissolution of the district; and

(D) selection and removal of a director.

(c) A cooperative agreement must be:

(1) approved by the governing body of each member; and

(2) signed by the appropriate officers of each governing body.

(d) A modification of a cooperative agreement must be in writing. A modification is effective on approval by the governing body of each member.

(e) A copy of a cooperative agreement and of each

modification shall be:

(1) included in the minutes of the governing body of each member; and

(2) filed with the clerk of each county and municipality in the district and with the department.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.045. DISTRICT DIRECTOR. (a) The members of a public health district shall appoint the director of the district.

(b) The director is the chief administrative officer of the public health district, and if the director is a physician, the director is the health authority in the district's jurisdiction.

(c) A member may designate a person to perform its appointment duties under this section.

(d) A director of a public health district who is not a physician shall appoint a physician as the health authority for the district, subject to the approval of the members and the board.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989.

Sec. 121.0451. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician who is employed by the public health district to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health

authority may limit the delegation to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity or entities that appoint the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 7, eff. Sept. 1, 1991.

Sec. 121.046. PUBLIC HEALTH BOARD. (a) The cooperative agreement of a public health district may provide for the creation of an advisory or administrative public health board.

(b) An advisory public health board shall advise the members and director on matters of public health.

(c) An administrative public health board may adopt substantive and procedural rules that are necessary and appropriate to promote and preserve the health and safety of the public. However, an administrative board may not adopt a rule that is not specifically authorized by state law, conflicts with a law of this state, or conflicts with an ordinance of a municipality or county in the district.

(d) A public health board may perform any function relating to the operation of the public health district that is required under the cooperative agreement.

(e) The terms of a cooperative agreement that provides for a public health board must include:

(1) the composition and number of the representatives that compose the public health board;

(2) a method for appointing representatives to the public health board;

(3) the length of the representatives' terms, which must be staggered;

(4) a requirement that a representative must have

resided in the district for at least three years before the date of the representative's appointment;

(5) a requirement that each representative serve without compensation;

(6) the manner in which a vacancy is filled for an unexpired term;

(7) the procedure and substantive criteria for the removal of a representative; and

(8) a description of the relationship between the director and the public health board.

(f) The director is an ex officio, nonvoting member of a public health board established by the cooperative agreement.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.047. FINANCES. The members of a public health district shall pay the costs necessary to operate the district, including costs for:

(1) staff salaries;

(2) supplies;

(3) suitable offices;

(4) health and clinic centers;

(5) health services and facilities; and

(6) maintenance.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER F. PUBLIC HEALTH CONSORTIUM

Sec. 121.101. DEFINITION. In this chapter, "consortium" means the public health consortium established under this subchapter.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 6, eff. June 19, 1999.

Sec. 121.102. CONSORTIUM ESTABLISHED. Subject to availability of funds, the department shall establish a public health consortium composed of:

(1) The University of Texas Health Science Center at San Antonio;

(2) The University of Texas M. D. Anderson Cancer Center;

(3) The University of Texas Southwestern Medical Center at Dallas;

(4) The University of Texas Medical Branch at Galveston;

(5) The University of Texas Health Science Center at Houston;

(6) The University of Texas Health Science Center at Tyler;

(7) the Texas Tech University Health Sciences Center;

(8) The Texas A&M University Health Science Center;

(9) the University of North Texas Health Science Center at Fort Worth; and

(10) any other public institution of higher education that elects to participate in the consortium.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 6, eff. June 19, 1999.

Sec. 121.103. GENERAL DUTIES. (a) Subject to the availability of funds, the department, in consultation with the consortium and local health units, local health departments, and public health districts, shall:

(1) develop curricula to provide training to public health workers;

(2) conduct research on improving health status outcomes and methods of monitoring those outcomes;

(3) develop performance standards for local health units, local health departments, and public health districts;

(4) develop competency certification standards for public health workers; and

(5) study the technology infrastructure available to local health units, local health departments, and public health districts and improve the use of this infrastructure to permit:

(A) statewide communication relating to disease surveillance and reporting of public health information; and

(B) immediate access to public health information and collaboration among public health professionals.

(b) The training curricula described by Subsection (a)(1) may include training for local health authorities.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 6, eff. June 19, 1999.

Hidalgo County Health and Human Services Department

FULL PAY CLIENT'S PAYMENT SCHEDULE

(Effective January 21, 2014)

HCHHSD Family Planning / Wellness Health Programs:

Family Planning / Wellness Intake (Female / Male) ----- (Vitals Only / No Lab)	$ -
Family Planning (Female / Male) & Wellness Health Physical Exam (Female / Male):	
(All appropriate labs included) ----------	$ 50.00
Family Planning for female age 25 and under----------	$ 25.00
Repeat / Follow Up Lab Fees (Female / Male):	
Pap Smear ----------	$ 35.00
CT / GC ----------	$ 35.00
RPR ----------	$ 5.00
CBC ----------	$ 5.00
HIV ----------	$ 10.00
Glucose Serum ----------	$ 5.00
Rubella ----------	$ 5.00
IUD Removal ----------	$ 20.00
Family Planning Supplies:	
Depo Provera (one injection) ----------	$ 30.00
Foam (one) ----------	$ -
Condoms (Only 24 every 3 months) ----------	$ -

Walk-In Services:

Pregnacy Test ----------	$ -
Newborn Screen ----------	$ 35.00
TB Skin Test (TST) (to include reading) ----------	$ 15.00
Copy of Record / Imm / IMMTRAC / TST Card --	$ 5.00
Flu Vaccine (Private) ----------	$ 15.00

Fees for Department purchased vaccines will be based on the purchase and administration charges.

PRENATAL (Non-Title V / Medicaid / CHIP):

Prenatal Intake (In-House Lab Only) ----------	$ -
Prenatal Physical Exam:	
Pap Smear ----------	$ 25.00
CT / GC ----------	$ 35.00
Prenatal Panel (ABO/Type/Rubella/HepB/RPR) -	$ 30.00
CBC ----------	$ 5.00
HIV ----------	$ 10.00
QUAD ----------	$ 35.00
Glucose Serum ----------	$ 5.00
3 Hr. GTT ----------	$ 20.00
Glucose 50 gm Venous(1hr CHO)----------	$ 5.00
Repeat / Follow Up Lab Fees (Apply same fees as above)	
Prenatal Return Visit ----------	$ -
Prenatal Supplies:	
Prenatal Vitamins ----------	$ -
Iron ----------	$ -

CHILD HEALTH (Non-Title V / Medicaid / CHIP):

Child Health Physical Exam (0 - 20 yrs) ----------	$ 30.00
Lead Screen ----------	$ 15.00

Note:
Immunizations & PPD are part of the CH PE as per the periodicity schedule / recommendations.

STD Program (For All Clinics as per STD Guidelines):

STD (OV/Intake (to include HIV & RPR) ----------	$ 10.00
STD PE (HIV, RPR & TX) ----------	$ 25.00
STD FU/Intake (RPR, HIV & Treatment ----------	$ 10.00

*** Note:** Fees for Family Planning, Prenatal & Child Health above are for clients that do not comply with program screening processes (Medicaid/CHIP/WHP). **In addition,** HCHHSD Prenatal, Family Planning (non-Medicaid/WHP) & Wellness Health and STD & Walk-in clients (one-time service) are set fees as above.

CHARGES WILL BE COLLECTED PER ESTABLISHED GUIDELINES IN THE SCREENING, BILLING & CO-PAY MANUAL.

AI-42550 **Health & Human Services Dept. 10. D.**

CC REGULAR

Meeting Date: 01/21/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to accept the Interlocal Cooperation Agreement between Hidalgo County and City of Edcouch. The purpose of the Agreement is for County to transfer surplus animal cages to City in accordance with Texas Local Government Code 263.152.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No fiscal impact to county.

Attachments

Agreement

Legal Review

Surplus Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/08/2014 02:08 PM
Manuel Chapa	Manuel Chapa	01/09/2014 10:35 AM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Mike Escaname Started On: 01/08/2014 11:44 AM

Final Approval Date: 01/17/2014

State of Texas §

County of Hidalgo §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY, TEXAS, AND CITY OF EDCOUCH, TEXAS

THIS AGREEMENT is hereby made, entered into and executed by and between Hidalgo County, Texas, a duly organized political subdivision of the State of Texas, hereinafter "County," and the City of Edcouch, Texas, a duly organized political subdivision of the State of Texas, hereinafter "City." County and City are collectively referred to herein as "the Parties." The purpose of this Agreement is for County to transfer surplus animal cages to City, in accordance with Texas Local Government Code § 263.152. This Agreement shall be fully executed and enforceable on the date it is signed by both of the Parties.

WITNESSETH

WHEREAS, the Interlocal Cooperation Act, Chapter 791 Texas Government Code, provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, County has three (3) surplus animal cages (*see* attached Exhibit "A"); and

WHEREAS, County will transfer the animal cages to City to serve a public purpose; and

WHEREAS, City will accept the transfer of the animal cages and in exchange City will provide County with adequate consideration by relieving County of all relocation and transportation expenses related to the transfer of the surplus animal cages to City.

AGREEMENT

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, it is agreed as follows:

ARTICLE I.

County hereby certifies that the animal cages have been declared surplus property by action taken by the Hidalgo County Commissioners Court, and that competitive bidding is not required since the purchaser is a political subdivision within County.

ARTICLE II.

County hereby finds that the transfer of the surplus animal cages to City serves a public purpose.

ARTICLE III.

County hereby transfers the surplus animal cages to City.

ARTICLE IV.

City hereby accepts the transfer of the surplus animal cages.

ARTICLE V.

In consideration for the transfer of the surplus animal cages to City by County, City hereby agrees that County shall have no financial responsibility for any relocation and transportation expenses related to the donation of the animal cages to City.

ARTICLE VI.

City understands and agrees that City, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of County.

ARTICLE VII.

City agrees to and accepts full responsibility for the acts, negligence or omissions of all City employees and agents, subcontractors or contract laborers and for those of all other persons doing work under a contract or agreement with City.

ARTICLE VIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither County nor City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.

ARTICLE IX.

This Agreement represents the entire agreement between County and City and this Agreement supersedes all prior negotiations, representations or agreements, either written or oral between the Parties. This Agreement may be amended only by written instrument signed by the governing bodies of both County and City or those authorized to sign on behalf of those governing bodies.

ARTICLE X.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas.

ARTICLE XI.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties that the remaining portions of this Agreement shall remain valid and in full force and effect to the extent possible.

ARTICLE XII.

The undersigned officer or agent is the properly authorized official who has the necessary authority to execute this Agreement, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

ARTICLE XIII.

This Agreement may be terminated in whole or in part by County or City upon thirty (30) days written notice to the other party. Notices shall be directed as follows:

For County:
Honorable Ramon Garcia
Hidalgo County Judge
302 W. University Drive
Edinburg, Texas 78539

For City:
Honorable Robert S. Schmalzried
City of Edcouch Mayor
211 Southern Avenue
Edcouch, Texas 78538

Executed in duplicate originals this _____ day of _____, 20__.

CITY OF EDCOUCH, TEXAS
211 Southern Avenue
Edcouch, Texas 78538

By: _____
Honorable Robert Schmalzried
Edcouch Mayor

ATTEST:

By: _____
Pete De La Cruz
City Manager

HIDALGO COUNTY, TEXAS
302 W. University Drive
Edinburg, Texas 78539

By: _____
Honorable Ramon Garcia
Hidalgo County Judge

ATTEST:

By: _____
Honorable Arturo Guajardo
Hidalgo County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney,
Rene Guerra

By: _____
Michael L. Garza
Assistant District Attorney

EXHIBIT "A"

SURPLUS PROPERTY

Description of Item	Inventory Tag Number
1. Six Comp Slide Animal Control Cages	38962
2. Six Comp Slide Animal Control Cages	38960
3. Six Comp Slide Animal Control Cages	38961

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS, AND CITY OF EDCOUCH, TEXAS

Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, having declared the three (3) animal cages to be surplus property and then transferring the animal cages to the City of Edcouch, Texas, whereby City of Edcouch, Texas, accepted the transfer and agreed to bear the cost of all storage, transportation, and relocation related to the adoption of the animal cages.

By vote on the date below, the Hidalgo County Commissioners Court has approved the Interlocal Cooperation Agreement, described above and authorized execution of this document by the County Judge of the County of Hidalgo, Texas.

Date: _____

By: _____
County Judge of Hidalgo
County Commissioners Court

Mike Escaname

From: Michael Garza <michael.garza@da.co.hidalgo.tx.us>
Sent: Wednesday, January 08, 2014 11:23 AM
To: 'Mike Escaname'; 'Jaime Longoria'
Cc: josephine.ramirez@da.co.hidalgo.tx.us; 'Eddie Olivarez - HCHHSD Chief Administrative Officer'
Subject: Animal Cages for City of Edcouch

Good Morning All,

Attached is the interlocal agreement between the County and Edcouch regarding the donation of animal cages, which our office approves as to form.

Please contact me if you have any questions or concerns.

Michael Garza
Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

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****

DECEIVED DEC 26 2013

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

* Surplus for Donation

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus	1601
TRANSFER FROM:	Hidalgo County Health and Human Services	340

TF# 2013-554

CONTACT INFORMATION:

NAME (PRINT) Janie rodriguez | PHONE. 956-383-6221 | FAX NO.: | E-MAIL: sanjuanita.rodriguez @hchd.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Six Comp Slide Animal Control Cages	38962		Broken
2	Six Comp Slide Animal Control Cages	38960		Broken
3	Six Comp Slide Animal Control Cages	38961		Broken
4				
5				
6				
7				
8				
9				
10				

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER:

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	*MARTHA L. SALAZAR*		
Contact Person transferring item(s) out			12-20-2013
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

AI-42556 **Health & Human Services Dept. 10. E.**

CC REGULAR

Meeting Date: 01/21/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval of the Equipment Purchase Agreement with Superior Alarms with approval to have county judge sign the Agreement.
2. Requesting approval of the Superior Alarms Commercial Alarm Monitoring Agreement and the Addendum for the following Health Dept. clinic locations with approval to have county judge sign the Agreements and Addendum.

Clinic	Location	Monitoring Services
Edinburg	3105 E. Richardson	Security Monitoring
Elsa	708 Edinburg	Security Monitoring
McAllen	300 E. Hackberry	Security Monitoring
Pharr	300 W. Hall Acres	Security Monitoring
Weslaco	1901 N. Bridge	Security Monitoring
Edinburg Clinic	3105 E. Richardson	Fire Monitoring
Weslaco	1901 N. Bridge	Fire Monitoring
Mission	211 N. Schuerback Rd.	Fire & Security Monitoring
Edinburg Central Office	1304 S. 25th Ave	Security Monitoring

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-441-00-340-003-0-431

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

BUDGETARY IMPACT:

Requisition #249642 for $1,250.00
Pending line item transfer for 01/21/14; ref. Consent Agenda, AI-42559

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-441-00-340-003-0-413

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

BUDGETARY IMPACT:

Requisition 249603 for monitoring fees.

2013 Invoices to be paid with 2013 account; 2014 Invoices to be paid with 2014 account.
Reference AI-42571 Regular Agenda 01/21/14 for 2013 invoices as claims.

Attachments

Legal Review
Equip Purchase Agreement
Edinburg Security Agreement
Elsa Security Agreement
McAllen Security Agreement
Pharr Security Agreement
Weslaco Security Agreement
Edinburg Fire
Weslaco Fire Agreement
Mission Fire N Sec Agreement
Central Office Security Agreement
Req 249603

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/09/2014 09:41 AM
Manuel Chapa	Manuel Chapa	01/09/2014 04:54 PM
Mike Escaname (Originator)	Mike Escaname	01/14/2014 04:47 PM
Manuel Chapa	Manuel Chapa	01/16/2014 04:07 PM
Manuel Chapa	Manuel Chapa	01/16/2014 04:08 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Mike Escaname Started On: 01/08/2014 02:36 PM

Final Approval Date: 01/17/2014

Mike Escaname

From: Michael Garza <michael.garza@da.co.hidalgo.tx.us>
Sent: Tuesday, January 07, 2014 3:05 PM
To: 'Mike Escaname'
Cc: josephine.ramirez@da.co.hidalgo.tx.us; josie.escalante@hchd.org
Subject: Superior Alarms Equipment Purchase and Monitoring Agreements - ADDENDUM

Mike,

These agreements are approved as to form by our office. Be sure to add the addendum to the agreements when you place them on the agenda for commissioners court.

Please let me know if you have any questions or concerns.

Michael Garza
Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

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EQUIPMENT PURCHASE AGREEMENT (COMMERCIAL)

SUPERIOR ALARMS
600 Ash Avenue • McAllen, Texas 78501
(956) 682-6005 • 1-800-580-6001 • FAX 213-1179

THIS EQUIPMENT PURCHASE AGREEMENT (hereinafter called "this Agreement") is entered into this 17th day of Dec., 2013, by and between **ALAN YODER ENTERPRISES, INC., d/b/a SUPERIOR ALARMS**, a Texas corporation, whose mailing address is 600 Ash Avenue, McAllen, Texas 78501, telephone (956) 682-6005, fax (956) 213-1179 (hereinafter called "Company") and Hidalgo County Health Dept. whose mailing address is 1304 S. 25th Edinburg, TX telephone ( ) 383-6221, fax ( ) _____ (hereinafter called "Subscriber").

I. Sales and Installation Agreement

A. Subject to the terms and conditions herein set forth, Company agrees to sell the equipment (hereinafter called the "System") specified on the attached Rider and to install and make operational the System at the location (hereinafter called the "Premises") likewise set forth on the attached Rider. In consideration of such, Subscriber agrees to pay Company at its address set forth in the introductory Paragraph of this Agreement or such other address as Company may indicate on the attached Rider the sum of 1250 **AND** 00 **/100 ($) DOLLARS** as follows: (a) $ _____ upon execution of this Agreement, (b) $_____ upon substantial completion of pre-wiring and any other necessary pre- installation construction; and (c) $ 1250 upon substantial completion of the installation of the System or as otherwise provided on the attached Rider. Subscriber, however, understands that if, upon scrutiny of the Premises after Subscriber's execution of this Agreement, Company or one of its authorized contractors determines that the Premises are not suitable for the exact System described in the attached Rider, Company will install and make the System operational using alternative technology at such additional cost as agreed by Company and Subscriber following the inspection. In the event that Subscriber does not desire to utilize such alternative technology or to pay any additional cost, then this Agreement shall terminate as of the date of such decision, neither party shall owe to the other any further duty or obligation under this Agreement; and Subscriber shall be entitled to receive promptly a refund of any amounts previously paid hereunder.

B. In order that Company may perform the installation set forth herein, Subscriber shall provide Company with unrestricted access to the Premises at all reasonable times and permit the installation, repair, service and/or maintenance of the System in accordance with the attached Rider and Company's standard practices. Subscriber will also provide adequate space, lighting and electrical power for the installation and activation of the System. Company will install the System in substantial compliance with all applicable building codes and other applicable governmental requirements; and except as may be changed or altered pursuant to Paragraph A afore, in accordance with the attached Rider and any details and instructions specified therein.

C. Subject to the terms and conditions herein set forth, Company agrees to install the System within the time indicated on the attached Rider or if no time is set forth, within ten (10) days after this Agreement becomes effective, subject to delays caused by strikes, unavailability of materials, labor shortages, delays in receipt of materials, acts of God, fire, accidents, boycotts, storm or inclement weather, force majeure and other causes beyond Company's control. If Company fails to complete the installation of the System within the applicable time limit (unless such failure results from force majeure or other caused beyond Company's control), Subscriber (as his sole remedy) may either terminate this Agreement by giving Company notice of such decision within five (5) days after the expiration of the applicable time limit, in which event Subscriber shall be entitled to receive promptly a refund of any amount previously paid hereunder and neither party shall owe to the other any further duty or obligation hereunder, or waive such failure and continue this Agreement, but with no change in Subscribers obligations under this Agreement and with no reduction in the purchase price for the System. Subscriber's failure to give timely notice of cancellation as provided in the just preceding sentence shall be deemed an election to continue this Agreement. If Subscriber is responsible for any substantial delay in installing the System, Company may, at its sole discretion, increase the purchase price for the System by ten (10%) percent per delay, as liquidated damages and not a penalty, or terminate this Agreement pursuant to Section V hereof.

D. Company shall have a security interest in the System sold hereunder until it is fully paid; and Subscriber agrees to perform all acts which may be necessary to perfect Company's security interest in the System. Should Subscriber default in any payment for the System, Subscriber authorizes and empowers Company to remove the System (to the extent allowed by law) from the Premises, to disconnect the System or to render the System incapable of communicating with any monitoring facilities by direct or remote programming or through any other means, and to enforce any and all of Company's rights as a secured party under the Uniform Commercial Code-Secured Transaction; and the exercise of such rights shall not be deemed a waiver of Company's right to damages sustained as a result of Subscriber's default or any other legal remedies or rights. Furthermore and unless otherwise required by law, Company shall be in no way obligated to repair, restore or redecorate the Premises in the event the System is removed pursuant to this Agreement; and Subscriber hereby releases Company for all such foregoing expenses, loss and damage incurred by the Subscriber in this regard. Risk of loss or damage to the System shall pass to Subscriber upon delivery to the Premises, whether installed or not. Subscriber agrees that the System, upon installation, shall remain personal property; and in no event shall the System be deemed to be realty, whether affixed to Premises or not.

II. Subscribers Use of System

A. Subscriber shall follow all of Company's instructions regarding the maintenance and use of the System; and Subscriber will not allow or permit alteration of the System except in a manner approved in writing by Company. Subscriber shall test the System for proper operation at least once a month.

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 the System. Unless otherwise provided in the attached Rider, Subscriber shall also reimburse Company for any building permits and other fees Company is required to pay under local or other governmental ordinances or laws in order to install the System at the Premises.

C. If Company reasonably determines that the System is generating an excessive number of false alarms or signals which may adversely affect the monitoring facilities or subject Company to liability under a contract with a monitoring facility, Company may, after notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or signals, if such excessive generation continues.

III. LIMITED WARRANTY OF COMPANY ON SYSTEM:

Company shall not have any liability to Subscriber or to anyone claiming through Subscriber whatsoever with respect to the System except under the Limited Warranty, as follows:

Company ("Warrantor") warrants to the Subscriber ("You") the System to be free from defects in materials and workmanship for one year from date of the original installation under normal use and service. Warrantor's obligation is limited to repairing or replacing, with reconditioned parts, at its option, free of charge for parts and labor, any component of the System proven to be defective in materials or workmanship under normal use and service. This Limited Warranty, however, is not transferable and obligations under it terminate if the System is resold by You. This Limited Warranty does not cover defects caused by: physical abuse to, or misuse of, the System or operation thereof in a manner contrary the accompanying instructions.

Should it appear that a defect in material or workmanship in the System exist, You should outline all pertinent detail in a written notice and deliver the notice to Company at the address of Company indicated in the introductory paragraph of this Agreement. Following receipts of the notice a representative of Company will make an inspection of the System; and if a defect in material or workmanship exist in the System, remedial correction action will be scheduled (and taken) within ten (10) calendar days after your notice.

THERE ARE NO EXPRESSED WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. ALL IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES MADE BY WARRANTOR TO YOU IN CONNECTION WITH THE SYSTEM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF ORIGINAL PURCHASE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IN NO CASE SHALL WARRANTOR BE LIABLE TO YOU OR TO ANYONE CLAIMING THROUGH YOU FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY WARRANTOR'S OWN NEGLIGENCE OR FAULT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This Limited Warranty replaces any and all previous warranties, and is the only warranty made by Warrantor on the System.

IV. Limitation of Liability

A. Subscriber understands that local governments or other governmental entities may impose 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 SYSTEM ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto.

B. EVEN IF THE SYSTEM OF SUBSCRIBER IS TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT THE SYSTEM WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE SYSTEM COMMUNICATES AN EMERGENCY SIGNAL TO MONITORING FACILITY 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.

C. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the System and its operation, except to the extent specified in Section III afore. Subscriber acknowledges and agrees that Company is not an insurer and that the purchase price for the System 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 SYSTEM WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGES, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SYSTEM 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 EXCEED $1,000.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

D. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, including, but not limited to installation, service, maintenance or the failure of the System to properly operate with resulting loss to Subscriber because of, among other things:

(1) the uncertain amount of value of 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 System 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 a monitoring facility or an audible device sounding;
(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by the failure of the System; and
(4) the nature of the service to be performed by Company.

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 $1,000.00, 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 .

E. 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 System 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 C and D of this Section.

F. 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.

ACKNOWLEDGEMENT 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.

X _____

Subscriber

V. Customer Default; Company's Remedies:

A. Subscriber will be in default and breach of this Agreement if Subscriber fails to pay to Company any fees, charges or other amounts as and when due; or Subscriber fails to perform any of Subscriber's other obligations under this Agreement and Subscriber's failure to perform continues for three calendar days after Company gives Subscriber notice.

B. If Subscriber is in default or breach of this Agreement, in addition to any other remedies provided herein or by law, Company may do any or all of the following without releasing Subscriber:

(1) by notice to Subscriber, terminate this Agreement;
(2) by notice to Subscriber, declare immediately due and payable all consideration to be paid by Subscriber under this Agreement.

All remedies provided for herein are deemed to be cumulative. 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.

VI. Contract For Monitoring Service

Subscriber understands that Company does not provide monitoring of emergency signals emanating from the System and if that service is desired by Subscriber, Subscriber is responsible for contracting with a monitoring facility. Superior Central Station, Inc. provides monitoring service to most of Company's customers; but Subscriber is not required to utilize that entity. Which ever monitoring service Subscriber chooses, if any, the alarm monitoring service agreement with that entity will prescribe the terms and conditions under which the System will be monitored; and Company has no responsibility for that operation and function.

VII. 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 addresses of Subscriber and Company indicated in the introductory Paragraph 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 or a duly authorized agent thereof, as the case may be. All invoices by Company notifying Subscriber that an installment is due may be mailed by first class mail, postage prepaid, to the address of Subscriber indicated in the introductory Paragraph 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 discussion 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 except for the Section III heading 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. All Riders, 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 provisions, 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 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, mater 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 exercise shall not be subject to appeal to or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company and shall be effective only if signed by a duly authorized representative of Company.

X _____

SUBSCRIBER

COMPANY
ALAN YODER ENTERPRISES, INC.

By: _____

Name:
Title:

Superior Alarms

600 Ash Avenue
P.O. Box 3097
McAllen, Texas 78501
McAllen 956-682-6005
Toll Free 800-580-6001
Fax 956-213-1276

QUOTE

Date/Order	January 14, 2014
Date/Req.	

TYPE OF WORK	
X	ADD-ON
	UPGRADE
	BILLED CHANGE ORDER
	NO-CHARGE CHANGE ORDER
	WARRANTY SERVICE
	OUT OF WARRANTY SERVICE
	OTHER:

Name:	Hidalgo County Health & Human Services Department				
Contact:	Josie				
Address:	1304 South 25th Avenue				
City:	Edinburg	State:	TX	Zip:	78539
Work:	956-383-6221 x-7209				
Fax:		Mobile:			
Home:		Pager:			

SYSTEM:

Type:	DMP		Texas Buy Board # 409-12 & 401-12
Installed by:			

QTY	DESCRIPTION	UNIT COST	TOTAL
5	DMP XT50DS/G Security Panel and Enclosure	$ 124.80	$ 624.00
	MSRP: $178.29		
5	DMP 7360 Keypad	$ 51.45	$ 257.25
	MSRP: $73.50		
5	DMP 321 PS Xfrmr.	$ 10.05	$ 50.25
	MSRP: $14.36		
1.82	System Design and Integration	$175.00	$ 318.50
	MSRP: $250.00		
		Sub Total	$ 1,250.00
		(8.25%) Sales Tax	EXEMPT
		Total	$ 1,250.00

Note: System to be duplicated at 5 sites listed below.

SPECIAL INSTRUCTIONS

Project Sites:
3105 E. Richardson Edinburg, Texas
708 Edinburg Street Elsa, Texas
300 E. Hackberry McAllen, Texas
300 W. Hall Acres Pharr, Texas
1901 N. Bridge Weslaco, Texas

DIRECTIONS TO JOB SITE

Flor Salazar

Superior Alarms, Sales Represenative

Customer Signature *Date*

Requisition

Req # 00249642

PO #

Date: 01/09/14

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No: BUYBOARD 401-12

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 401-12 DO NOT DUPLICATE ORDER		
1.00	EACH	UPGRADE TO CONTROL UNIT TO XT-50 ($124.80, LCD KEYPAD, $51.45, AND POWER SUPPLY $10.05 LOCATION: EDINBURG CLINIC, 3105 E RICHARDSON, EDINBURG, TX	186.30	186.30
1.00	EACH	UPGRADE TO CONTROL UNIT TO XT-50 ($124.80, LCD KEYPAD, $51.45, AND POWER SUPPLY $10.05 LOCATION: ELSA CLINIC, 708 EDINBURG, ELSA, TX	186.30	186.30
1.00	EACH	UPGRADE TO CONTROL UNIT TO XT-50 ($124.80, LCD KEYPAD, $51.45, AND POWER SUPPLY $10.05 LOCATION: MCALLEN CLINIC, 300 E. HACKBERRY, MCALLEN, TX	186.30	186.30
1.00	EACH	UPGRADE TO CONTROL UNIT TO XT-50 ($124.80, LCD KEYPAD, $51.45, AND POWER SUPPLY $10.05 LOCATION: PHARR CLINIC, 300 W. HALLACRES, PHARR, TX	186.30	186.30
1.00	EACH	UPGRADE TO CONTROL UNIT TO XT-50 ($124.80, LCD KEYPAD, $51.45, AND POWER SUPPLY $10.05 LOCATION: WESLACO CLINIC, 1901 N. BRIDGE, WESLACO,TX	186.30	186.30
1.00	EACH	SYSTEM DISIGN AND INTEGRATION	318.50	318.50
		Account No	Encumbrance	
			Freight	.00
			Total	1,250.00
		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
	XT-50 DS/G	Flor

SUBSCRIBER

NAME: Hidalgo County Health Department
ADDRESS: 1304 S. 25th st. (STREET / SUITE/APT. NO)
CITY: Edinburg STATE: TX ZIP CODE: 78539
TEL. NO. ( ) 318-2511 ( )
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 3105 E. Richardson Rd. 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 Year(s) Annual Fee $ 240.00 + tax

12 No. of payments equal payments of $ 120.00, each payable semi on the 30 day of Dec & May, beginning Dec 30, 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

X
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 sloe 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 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 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, but 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.

Edinburg Clinic Security

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

Superior Alarms

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax (956) 213-1179

We send the police there in a hurry!

January 14, 2014

HIDALGO COUNTY HEALTH & HUMAN DEPARTMENT
ATTN: JOSIE
1304 S. 25TH AVE.
EDINBURG, TX
PHONE: 383-6221X7209

We are pleased to submit the following proposal for a Security System at the above location.

EDINBURG CLINIC: 3105 E. RICHARDSON EDINBURG TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

ELSA CLINIC: 708 EDINBURG ST. ELSA TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

MCALLEN CLINIC: 300 E. HACKBERRY MCALLEN TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

PHARR CLINIC: 300 W. HALL ACRES PHARR TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$15.00	$90.00

WESLACO CLINIC: 1901 N. BRIDGE WESLACO TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

Thank you for the opportunity to serve you with your security needs. If you have any questions feel free to call me at **682-6005X216**.

Sincerely,
Flor Salazar
Sales Representative

Accepted By:_____
Date:_____

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL/DATE ON LINE	DEALER
	XT - 50 PS/G	Flor

SUBSCRIBER

NAME: Hidalgo County Health Department
ADDRESS: 1304 S. 25th St. STREET
SUITE/APT. NO:
CITY: Edinburg STATE: TX ZIP CODE: 78539
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 708 Edinburg st. City Elsa State TX Zip 78543
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	Elsa 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 $ 240.00 + tax

6 No. of payments equal payments of $ 120.00, each payable semi on the 30th day of Dec & May, beginning Dec 30, 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

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 sloe 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.

X _____

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, but 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.

Elsa Clinic Security

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

Superior Alarms

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax (956) 213-1179

We send the police there in a hurry!

January 14, 2014

HIDALGO COUNTY HEALTH & HUMAN DEPARTMENT
ATTN: JOSIE
1304 S. 25TH AVE.
EDINBURG, TX
PHONE: 383-6221X7209

We are pleased to submit the following proposal for a Security System at the above location.

EDINBURG CLINIC: 3105 E. RICHARDSON EDINBURG TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

ELSA CLINIC: 708 EDINBURG ST. ELSA TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

MCALLEN CLINIC: 300 E. HACKBERRY MCALLEN TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

PHARR CLINIC: 300 W. HALL ACRES PHARR TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$15.00	$90.00

WESLACO CLINIC: 1901 N. BRIDGE WESLACO TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

Thank you for the opportunity to serve you with your security needs. If you have any questions feel free to call me at **682-6005X216**.

Sincerely,
Flor Salazar
Sales Representative

Accepted By:_____
Date:_____

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
	XT-50DS/G	Flor

SUBSCRIBER

NAME: Hidalgo County Health Dept.

ADDRESS: 1304 S. 25th st. (STREET)

CITY: Edinburg (STATE: TX) SUITE/APT. NO: 78539 (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 300 E. Hackberry City mcAllen 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	mcAllen 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 $ 240.00 + tax

6 No. of payments equal payments of $ 120.00, each payable semi on the 30th day of Dec & May, beginning Dec 30, 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

X 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 sloe 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 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 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.

X _____

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, but 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.

McAllen Clerk Security

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

Superior Alarms

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax (956) 213-1179

We send the police there in a hurry!

January 14, 2014

HIDALGO COUNTY HEALTH & HUMAN DEPARTMENT
ATTN: JOSIE
1304 S. 25TH AVE.
EDINBURG, TX
PHONE: 383-6221X7209

We are pleased to submit the following proposal for a Security System at the above location.

EDINBURG CLINIC: 3105 E. RICHARDSON EDINBURG TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

ELSA CLINIC: 708 EDINBURG ST. ELSA TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

MCALLEN CLINIC: 300 E. HACKBERRY MCALLEN TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

PHARR CLINIC: 300 W. HALL ACRES PHARR TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$15.00	$90.00

WESLACO CLINIC: 1901 N. BRIDGE WESLACO TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

Thank you for the opportunity to serve you with your security needs. If you have any questions feel free to call me at **682-6005X216**.

Sincerely,
Flor Salazar
Sales Representative

Accepted By:_____
Date:_____

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
	XT-50PS/G	Flor

SUBSCRIBER

NAME: Hidalgo County Health Dept.

ADDRESS: 1304 S. 25th (STREET)

CITY: Edinburg STATE: TX SURVEY NO: 78539 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 300 Hall Acres City Pharr 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	Pharr 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 30th day of Dec & May, beginning Dec 30, 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

X 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 sloe 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.

X _____

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.

Pharr Clinic Security

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

Superior Alarms

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax (956) 213-1179

We send the police there in a hurry!

January 14, 2014

HIDALGO COUNTY HEALTH & HUMAN DEPARTMENT
ATTN: JOSIE
1304 S. 25TH AVE.
EDINBURG, TX
PHONE: 383-6221X7209

We are pleased to submit the following proposal for a Security System at the above location.

EDINBURG CLINIC: 3105 E. RICHARDSON EDINBURG TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

ELSA CLINIC: 708 EDINBURG ST. ELSA TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

MCALLEN CLINIC: 300 E. HACKBERRY MCALLEN TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

PHARR CLINIC: 300 W. HALL ACRES PHARR TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$15.00	$90.00

WESLACO CLINIC: 1901 N. BRIDGE WESLACO TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

Thank you for the opportunity to serve you with your security needs. If you have any questions feel free to call me at **682-6005X216**.

Sincerely,
Flor Salazar
Sales Representative

Accepted By:_____
Date:_____

Weslaco 413

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
	XT-50 PS/G	Flor

SUBSCRIBER

NAME: Hidalgo County Health Dept.
ADDRESS: 1304 S. 25th STREET
CITY: Edinburg STATE: TX SUITE/APT. NO.: 78539 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 1901 N. Bridge City Weslaco 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	Weslaco 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 + TAX, each payable semi on the 30th day of Dec & May, beginning Dec 30, 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

X
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 sloe 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, but 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.

Weslaco Clinic Security

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
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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

Superior Alarms

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax (956) 213-1179

We send the police there in a hurry!

January 14, 2014

HIDALGO COUNTY HEALTH & HUMAN DEPARTMENT
ATTN: JOSIE
1304 S. 25TH AVE.
EDINBURG, TX
PHONE: 383-6221X7209

We are pleased to submit the following proposal for a Security System at the above location.

EDINBURG CLINIC: 3105 E. RICHARDSON EDINBURG TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

ELSA CLINIC: 708 EDINBURG ST. ELSA TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

MCALLEN CLINIC: 300 E. HACKBERRY MCALLEN TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

PHARR CLINIC: 300 W. HALL ACRES PHARR TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$15.00	$90.00

WESLACO CLINIC: 1901 N. BRIDGE WESLACO TX
SECURITY SYSTEM:

6	MONTHLY SECURITY MONITORING@$20.00	$120.00

Thank you for the opportunity to serve you with your security needs. If you have any questions feel free to call me at **682-6005X216**.

Sincerely,
Flor Salazar
Sales Representative

Accepted By:_____
Date:_____

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
		Flor

SUBSCRIBER

NAME: Hidalgo County Health Dept.
ADDRESS: 1304 S. 25th st. (STREET)
CITY: Edinburg, STATE: TX, SUITE/APT NO.: 78539 (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 3105 E. Richardson 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	( )
	Local Fire Department	Edinburg Fire Dept.	( )
	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 $ 240 00 + tax

6 No. of payments equal payments of $ 120 00, each payable semi on the 30th day of Jan & July beginning Jan 30, 2014, 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

X
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 sloe 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.

X _____

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, but 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.

Edinburg Clinic fire

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

Superior Alarms

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax (956) 213-1179

We send the police there in a hurry!

January 13, 2014

HIDALGO COUNTY HEALTH DEPARTMENT
ATTN: JOSIE
1304 S. 25TH AVE.
EDINBURG, TX
PHONE: 383-6221X7209

INSTALLATION ADDRESS:
3105 E. RICHARDSON
EDINBURG, TX

We are pleased to submit the following proposal for a Security System at the above location.

FIRE MONITORING:
6 MONTHLY MONITORING@$20.00

TOTAL INVESTMENT $120.00+TAX EXEMPT

Thank you for the opportunity to serve you with your security needs. If you have any questions feel free to call me at 682-6005X216.

Sincerely,

Flor Salazar
Sales Representative

Accepted By:_____
Date:_____

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
		F for

SUBSCRIBER

NAME Hidalgo County Health Dept.
ADDRESS 1304 S. 25th st. STREET
CITY Edinburg STATE TX SUITE/APT. NO 78539 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 1901 N. Bridge Rd. City Weslaco 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		( )
	Local Fire Department	Weslaco F.D.	( )
	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 $ 240.00 + tax

4 No. of payments equal payments of $ 120.00, each payable Semi on the 30th day of Jan & Jun, beginning Jan 30, 2014 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

X
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

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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 sloe 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, but 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.

Weslaco Clinic Fire

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

Alan Yoder
_____
President

Superior Alarms

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax (956) 213-1179

We send the police there in a hurry!

January 13, 2014

HIDALGO COUNTY HEALTH DEPARTMENT
ATTN: JOSIE
1304 S. 25TH AVE.
EDINBURG, TX
PHONE: 383-6221X7209

INSTALLATION ADDRESS:
1901 N. BRIDGE RD.
WESLACO, TX

We are pleased to submit the following proposal for a Security System at the above location.

FIRE MONITORING:
6 MONTHLY MONITORING@$20.00

TOTAL INVESTMENT $120.00+TAX EXEMPT

Thank you for the opportunity to serve you with your security needs. If you have any questions feel free to call me at 682-6005X216.

Sincerely,

Flor Salazar
Sales Representative

Accepted By:_____
Date:_____

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
		Flor

SUBSCRIBER

NAME: Hidalgo County Health Dept.
ADDRESS: 1304 S. 25th st. STREET
CITY: Edinburg STATE: TX SUITE/APT. NO: 785-39 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 211 N. Schuerbach Rd. City Mission 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		( )
	Local Fire Department	Mission Fire Dept.	( )
	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 $ 240.00 + tax

6 No. of payments equal payments of $ 120.00, each payable semi on the 30th day of Jan & June, beginning Jan 30, 2014 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

X
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
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Form Filed in Customer File By Date

Approved by:
Date

T S MOORE PRINTING 956.687.6868 5/11

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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.

Mission Clean Fire

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

Superior Alarms

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax (956) 213-1179

We send the police there in a hurry!

January 13, 2014

HIDALGO COUNTY HEALTH DEPARTMENT
ATTN: JOSIE
1304 S. 25TH AVE.
EDINBURG, TX
PHONE: 383-6221X7209

INSTALLATION ADDRESS:
211 N. SCHUERBACH RD.
MISSION, TX

We are pleased to submit the following proposal for a Security System at the above location.

FIRE MONITORING:
6 MONTHLY MONITORING@$20.00

TOTAL INVESTMENT $120.00+TAX EXEMPT

Thank you for the opportunity to serve you with your security needs. If you have any questions feel free to call me at 682-6005X216.

Sincerely,

Flor Salazar
Sales Representative

Accepted By:_____
Date:_____

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
		Flor

SUBSCRIBER

NAME: Hidalgo County Health Dept.

ADDRESS: 1304 S. 25th st. (STREET) SUITE/APT NO.:

CITY: Edinburg STATE: TX ZIP CODE: 78539

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 1304 S. 25th st. 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 Year(s) Annual Fee $ 720.00 + tax

6 No. of payments equal payments of $ 360.00, each payable semi on the day of

Jan & June, beginning Jan 30, 2014, 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

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 sloe 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.

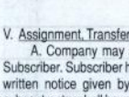
SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS 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.

Central Office Security

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

Superior Alarms

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax (956) 213-1179

We send the police there in a hurry!

January 13, 2014

HIDALGO COUNTY HEALTH DEPARTMENT
ATTN: JOSIE
1304 S. 25TH AVE.
EDINBURG, TX
PHONE: 383-6221X7209

INSTALLATION ADDRESS:
1304 S. 25TH AVE.
EDINBURG, TX

We are pleased to submit the following proposal for a Security System at the above location.

SECURITY MONITORING:
6 MONTHLY MONITORING@$20.00

TOTAL INVESTMENT $120.00+TAX EXEMPT

Thank you for the opportunity to serve you with your security needs. If you have any questions feel free to call me at 682-6005X216.

Sincerely,

Flor Salazar
Sales Representative

Accepted By:_____
Date:_____

Requisition

Req # 00249603

PO #

Date: 01/09/14

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12.00	MONTH	MONITORING FOR: Edinburg Clinic, 3105 E. Richardson, Edinburg Security Jan-December 2014	20.00	240.00
12.00	MONTH	MONITORING FOR: Elsa Clinic, 708 Edinburg St., Elsa Security Jan-December 2014	20.00	240.00
12.00	MONTH	MONITORING FOR: McAllen Clinic, 300 E. Hackberry, McAllen Security Jan-December 2014	20.00	240.00
12.00	MONTH	MONITORING FOR: Pharr Clinic, 300 W. Hallacres, Pharr, TX Security Jan-December 2014	15.00	180.00
12.00	MONTH	MONITORING FOR: Weslaco Clinic, 1901 N. Bridge, Weslaco, TX Security Jan-December 2014	15.00	180.00
12.00	MONTH	MONITORING FOR: Edinburg Clinic, 3105 E. Richardson, Edinburg, TX Fire Jan-December 2014	20.00	240.00
12.00	MONTH	MONITORING FOR: Edinburg Central Office, 1304 S. 25th Ave , Edinburg, TX Security Jan-December 2014 (3 zones at $20.00 per zone)	60.00	720.00
12.00	MONTH	MONITORING FOR: Weslaco Clinic, 1901 N. Bridge, Weslaco, TX Fire Jan-December 2014	20.00	240.00
12.00	MONTH	MONITORING FOR: Mission Clinic, 211 N. Shurbach, Mission, TX Fire & Security Jan-Dec 2014	20.00	240.00
		Account No	Encumbrance	
		4-1100-441-00-340-003-0-413	2,520.00	
			Freight	.00

Authorized By: _____

Requisition

Req # 00249603

PO #

Date: 01/09/14

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		MONITORING FEES	Total	2,520.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-42544 **Health & Human Services Dept. 10. F.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Consideration and approval to assess mandatory payment & set assessment dates for Fiscal Year 2014 for the Hidalgo County Health Care Funding District.

BACKGROUND

On December 20, 2013 a public hearing was held and the LPPF Annual Mandatory Payment Rate was approved at 3.50000% which will generate $44,669,363.80 (see attached document). The court requested that we place on the agenda the assessment dates for FY 2014 in January for approval.

Attachments

LPPF ASSESSMENT

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/09/2014 09:22 AM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Dairen Sarmiento Started On: 01/08/2014 10:03 AM

Final Approval Date: 01/17/2014

Net Patient Revenue (NPR), Local Provider Participation Fund (LPPF)
Mandatory Payment Rate & LPPF Revenue Calculation for FY 2014
Hidalgo County Private Hospitals

Private Hospital	Net Patient Revenue AHS 2010 Annual*	LPPF Annual Mandatory Payment Rate 3.5000%	LPPF Quarterly Mandatory Payment Rate 0.8750%		Annual Administrative Fee
Doctor's Hospital at Renaissance	$419,122,547	$14,669,289.16	$3,667,322.29	33%	$6,567.93
Knapp Medical Center	$128,952,176	$4,513,326.16	$1,128,331.54	10%	$2,020.77
Mission Regional Medical Center	$115,426,693	$4,039,934.24	$1,009,983.56	9%	$1,808.82
Rio Grande Regional Hospital	$181,035,055	$6,336,226.92	$1,584,056.73	14%	$2,836.95
Edinburg Regional Medical Center	$361,658,786	$12,658,057.52	$3,164,514.38	28%	$5,667.44
Cornerstone Regional Hospital	$10,405,818	$364,203.64	$91,050.91	1%	$163.07
LifeCare Hospitals of South Texas	$27,743,415	$971,019.52	$242,754.88	2%	$434.76
Weslaco Rehab Hospital	$8,297,474	$290,411.60	$72,602.90	1%	$130.03
Solara Hospital McAllen LP	$23,625,573	$826,895.04	$206,723.76	2%	$370.23
Totals	**$1,276,267,537.00**	**$44,669,363.80**	**$11,167,340.95**		**$20,000.00**

Source: NPR data are reported in the 2010 Annual Hospital Survey (AHS) developed by the American Hospital Association (AHA), the Texas Hospital Association (THA) and the Texas Department of State Health Services (TDSHS), and distributed by the TDSHS.

HIDALGO COUNTY
texas

Department of
Health & Human Services
1304 S. 25th Ave.
Edinburg, Texas 78542
Office: (956) 318-2011
Fax: (956) 318-2019
www.co.hidalgo.tx.us

January 21, 2014

Dear Hospital Administrator,

Attached is your tax bill for the annual mandatory payment for District Fiscal Year 2014 as required by the Hidalgo County Health Care Funding District ("Hidalgo District") pursuant to Chapter 288 of the Texas Health & Safety Code.

The annual mandatory payment rate for District Fiscal Year 2014 is 3.50% of your net patient revenue. The mandatory payments will be deposited into the Hidalgo County Local Provider Participation Fund ("LPPF") to be used for the nonfederal share of a Medicaid supplemental payment program. The LPPF is a broad based tax as the mandatory payments apply to all nonpublic hospitals in Hidalgo County licensed under Chapter 241 of the Texas Health & Safety Code. The formula for calculating the mandatory payments is the same for each hospital in Hidalgo County (3.50% of net patient revenues). No hospitals are held harmless or exempt from paying the mandatory payments.

The mandatory payment is assessed annually, with quarterly amounts generally due no later than the end of each quarter. Given that it is almost the end of the first quarter of DY3 and in order to provide paying hospitals with sufficient time to pay their tax bills, the first and second quarterly payment should be due no later than the end of the ***second*** quarter.

This payment schedule is consistent with Rule 14 of the Rules adopted by the Hidalgo District, which states that "the Commission of the District may require an annual mandatory payment to be assessed no more frequently than quarterly." (See also Tex. Health & Safety Code Section 288.201(a)).

Thus, the quarterly payments of the mandatory payment are due as follows:

- The first and second quarterly payments are due no later than February 28, 2014.
- The third installment is due no later than May 31, 2014.
- The fourth installment is due no later than August 31, 2014.

If you have any questions, please do not hesitate to contact the Hidalgo District 956-318-2011 extension 7365.

Sincerely,

Hidalgo District

AI-42662 **Health & Human Services Dept. 10. G.**

CC REGULAR

Meeting Date: 01/21/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the RLSS / LPHS grant Amendment #2014-001052-01. The purpose of this amendment is to increase the contract amount by $24,021.00.
2. Requesting approval of the Certification of Revenue as certified by the County Auditor.
3. Requesting approval to appropriate the increase in funding in the amount of $24,021.00.

BACKGROUND

08/27/13 - AI-40214 - Acceptance of the original RLSS / LPHS FY 14 grant contract.
09/24/13 - AI-40675 - Approval to submit amendment request for increase in funds.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1293-441-00-340-006-4-XXX

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

BUDGETARY IMPACT:

No local match required.
Fiscal impact (increase) to grant budget.

4-1293-334-10-340-006-4-000 RLSS / LPHS - Grant Revenue

Attachments

Amendment

Budget appropriation

cor

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/14/2014 01:17 PM
Manuel Chapa	Manuel Chapa	01/15/2014 04:39 PM
Rosalinda Cantu	Rosie Cantu	01/17/2014 03:03 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Mike Escaname Started On: 01/14/2014 09:24 AM

Final Approval Date: 01/17/2014

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001052-01

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $126,424.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: RLSS/LPHS RLSS/Local Public Health System-PnP

7. Statement of Work:

CONTRACTOR shall improve or strengthen local public health infrastructure within the State of Texas by:

• Developing objective(s) to address a public health issue;
• Utilizing resources provided through this contract Attachment to conduct activities and services that provide or support the delivery of essential public health services;
• Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
• Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

CONTRACTOR shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. “Service Area” of this contract.

CONTRACTOR shall comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

• Chapter 23-11 of the Healthy People 2010;
• Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
• Government Code, Section 403.1055, “Permanent Fund for Children and Public Health”.

CONTRACTOR shall not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

CONTRACTOR shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

DSHS shall inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor’s expenditures on a quarterly basis. If expenditures are below that projected in Contractor’s total Contract amount, Contractor’s budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY14 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit.

BILLING INSTRUCTIONS:
Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link http://www.dshs.state.tx.us/cmps/. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive | Interagency/Interlocal

GST-2012-Solicitation-00025 | RLHS GOLIVE LPHS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2014

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.991, State, State

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Project Service Delivery Plan	Quarterly	09/01/2013	11/30/2013	12/30/2013
Project Service Delivery Plan	Quarterly	12/01/2013	02/28/2014	03/31/2014
Project Service Delivery Plan	Quarterly	03/01/2014	05/31/2014	06/30/2014
Project Service Delivery Plan	Quarterly	06/01/2014	08/31/2014	09/31/2014
Financial Status Report	Quarterly	09/01/2013	11/30/2013	12/30/2013
Financial Status Report	Quarterly	12/01/2013	02/28/2014	03/31/2014
Financial Status Report	Quarterly	03/01/2014	05/31/2014	06/30/2014
Financial Status Report	Quarterly	06/01/2014	08/31/2014	10/31/2014

16. Special Provisions

General Provisions, Section 1.03 Reporting Article, are revised to include the following paragraph:

Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department.

Programmatic Reporting Submission Requirements:

Reports and Report signature page should be sent electronically to:

LocalPHTeam@dshs.state.tx.us, or the signature page can sent by facsimile to 512-776-7391. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director.

See Programmatic Reporting Requirements section for required reports.

General Provisions, ARTICLE II SERVICES, Section 2.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, Section 12.01 Responsibilities and Restrictions Concerning Governing Board, Officers and Employees, is not applicable to this program Attachment.

General Provisions, Section 12.20 Equipment (Including Controlled Assets) Purchases, is revised to include the following:

For the purpose of this Program Attachment, equipment is not approved as part of the base budget for LPHS. The funds are for direct services. Although, at mid-year of the contract term, if funds are identified as not being used, the funds may be used to purchase equipment in the 3rd quarter of the contract or program attachment term. Contractor must submit proposal to redirect funds with justification as to how the equipment helps achieve the goals, objectives, and deliverables outlined in Exhibit A (Project Service Delivery Plan). The proposal must be submitted to the contract manager assigned to the program attachment.

General Provisions, General Terms Article VIII, Amendment Section 13.15, is amended to include the following:

Contractor must submit all amendment and revision requests electronically through the Contract Management and Procurement System (CMPS) at least 90 days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a.	Contract (this document)	2014-001052-01
b.	General Provisions	Subrecipient General Provisions
c.	Attachments	Budgets
d.	Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e.	Exhibits	Exhibit A

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176 037

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 787-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

BUDGET SUMMARY

Organization Name: Hidalgo County
Contract Number: 2014-001052-00
Proposal ID: RLHS-2014-Hidalgo -00038

Program ID: RLSS/LPHS
Procurement ID: GST-2012-Solicitation-00025
Procurement Name: RLHS GOLIVE LPHS PROPOSAL

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	$60,505	$0	$0	$60,505
Fringe Benefits	$22,169	$0	$0	$22,169
Travel	$0	$0	$0	$0
Equipment	$7,805	$0	$0	$7,805
Supplies	$32,945	$0	$0	$32,945
Contractual	$0	$0	$0	$0
Other	$3,000	$0	$0	$3,000
Total Direct Costs	$126,424	$0	$0	$126,424
Indirect Costs	$0	$0	$0	$0
Totals:	**$126,424**	**$0**	**$0**	**$126,424**

Subcontracting

Subcontracting Percentage: 0.00%

Match Contributions

Required Match Percentage: %
Calculated Match Percentage: 0.00%
Required Match Amount: $0
Calculated Match Amount: $0

Source of Cash Match Funds

0 of 500

Source of In Kind Match Funds

0 of 500

Program Income

Projected Earnings: $0

Source of Earnings

0 of 500

Non DSHS Funding

Direct Federal Funds:	$0
Other State Agency Funds:	$0
Local Funding Sources:	$0
Other Funds:	$0

TEXAS Department of State Health Services

CMPS Contract Management and Procurement System

Page Information
The information has been saved.

Back

Document Information: RLHS-2014-Hidalgo -00038
Parent Information: RLHS-2013-Hidalgo -00017
Details

EQUIPMENT CATEGORY DETAIL

Organization Name: Hidalgo County
Contract Number: 2014-001052-00
Proposal ID: RLHS-2014-Hidalgo -00038

Program ID: RLSS/LPHS
Procurement ID: GST-2012-Solicitation-00025
Procurement Name: RLHS GOLIVE LPHS PROPOSAL

Description of Item*	Purpose & Justification*	Equipment Specifications	Number of Units*	Cost Per Unit*	Funding
Guardian 190 ES ULV Cold Fog Aerosol Mosquito Sprayer, 19 HP Kawasaki engine 79 of 150	To be used for preventive health diseases such as west nile virus and other health issues. 94 of 250	Browse... DELETE 23153-EquipmentQuotes.pdf	1	$7,805	Cash
0 of 150	0 of 250	Browse...			
0 of 150	0 of 250	Browse...			
0 of 150	0 of 250	Browse...			
Cash Total:					
In Kind Match Total:					
Total Amount Requested for Equipment:					

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Budget Summary		Medina, Elma-Contractor 7/16/2013 4:54:06 PM	Medina, Elma-Contractor 1/7/2014 1:53:46 PM

EXHIBIT A

Organization Name: Hidalgo County

Hidalgo County

Contract Number: 2014-001052-00

Program ID: RLSS/LPHS

Contract Term: 9/1/2013 - 8/31/2014

Program Name: RLSS/Local Public Health System-PnP

EXHIBIT A

FY 2014 Request for Local Public Health Services Funds
Project Service Delivery Plan

Texas Department of State Health Services

Local Health Department: Hidalgo County
Contract Term: September 1, 2013 through August 31, 2014

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

Public Health Issue: Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.
1. To continue to enhance, develop and promote programs that support individual and community efforts to improve health.
2. To continue to develop and implement quality assurance policies to assure a competent public health and personal.

Essential Public Health Service(s): List the EPHS(s) that will be provided or supported with LPHS Contract funds
EPHS #3) Inform, educate, and empower people about health status.
EPHS #8) Assure a competent public health and personal health care workforce.

OBJECTIVE(s): List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)

1.1 During FY 14, the HCHHSD will empower the community to emprove their health status by being actively involved in providing health education in promoting wellness and disease prevention.
2.2 During FY 14, the HCHHSD will assure a competent public health and personal health care workforce.

PERFORMANCE MEASURE: List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.
1.1 During FY 14, the HCHHSD will continue to educate and empower the community, students in public schools, health clinics and agency workforce on tobacco prevention and cessation, disease prevention, and health promotion.
2.2 During FY 14, 100% of the HCHHSD professional staff will be in compliance with professional licensure, certifications, and yearly required trainings.

ACTIVITIES List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.
1.1.1 The Public Health Technician I (PHT I) will develop health, wellness, & disease prevention educational programs (power points, video's, DVD's) for community presentations.
1.1.2 The PHT I will develop specific program modules (power points, video's DVD's) for the department's professional staff quarterly/yearly trainings.
1.1.3 HCHHSD Vector Control staff will use the mosquito sprayers in residential areas within Hidalgo County with the primary goal of preventing mosquito borne illnesses i.e. West Nile, Dengue, and other diseases.

2.2.1 The PHS, Educator & Outreach Specialist will continue to provide individual & group health education promoting wellness & disease prevention in the health clinics & in the community.
2.2.2 The PHS, Educator & Outreach Specialist will continue to participate in health fairs in the community promoting wellness and disease prevention.
2.2.3 The PHS will continue to collaborate with community agencies and schools in developing activities to promote the program prevention/cessation of tobacco use.

3.3.1 The DON & Adm. Secretary will continue to secure & update required licensure from Health Department professional personnel yearly.
3.3.2 The DON & Adm. Secretary will continue to secure and update required certifications (i.e. CPR, Vision & Hearing) from the Health Department professional and support personnel, as needed.
3.3.3 The DON & ADON will continue to provide and maintain professional and support personnel educated/trained on required health issues (i.e. infection control, family violence, clinical policies and procedures).

EVALUATION and IMPROVEMENT PLAN List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.
1.1.1 The Director of Nursing (DON) will monitor & evaluate educational programs presented to the community thru post-presentation participant evaluations.
1.1.2 The DON & Assistant Director of Nursing (ADON) will monitor & evaluate the training programs thru professional staff post-training evaluations.
1.1.3 HCHHSD's Environmental Division Manager will coordinate the usage of the mosquito sprayers that will maximize disease/illness prevention within the County. This action will be supported by community education, media exposure and vector trapping efforts.

2.21- 2.2.2. The DON will utilize the States Healthy People 2020 objectives for cardiac & cancer disease prevention.
2.2.3 The standards/laws from state, local and federal on tobacco use regulations will be re-inforced. PHS will evaluate feed back from surveys/questionnaires collected from community sites on personal daily living and tobacco use.

3.3.1 The DON and Adm. Secretary will ensure compliance of Texas Board of Nursing Standards by maintaining licenses of all professional current and secure in personnel file, yearly.
3.3.2 The DON and ADON and Adm. Secretary will ensure all professional & support staff maintain certifications for CPR, Vision/Hearing and C/M are kept current as per DSHS standards.
3.3.3. The DON and ADON will schedule trainings for professional & support staff as per Health Department Staff Development Policies; and will conduct yearly (and as needed) job performance evaluations which will be used to measure staff development needs on an ongoing basis

DELIVERABLE Describe the tangible evidence that the activity was completed.
1.1.1. The DON & Public Health Specialist (PHS) will maintain a library of all developed educational materials and will secure & keep on file the monthly activity reports.
1.1.2. The DON will maintain the agenda's & sign up sheets of trainings conducted on file.
1.1.3 HCHHSD's Environmental Division Manger and their team will maintain application data, GPS locations, and documentation regarding any intervention prevention efforts being provided.

2.2.1 &2.2.2 Monthly schedules of daily activities will be maintained and kept on file by the PHS. Monthly and quarterly reports will be compiled on activities conducted; and, surveys and questionnaires will be utilized to measure effectiveness and future planning in all activities.
2.2.3 – The monthly schedules of daily activities will be maintained & kept on file by the PHS.

3.3.1 & 3.3.2- Required licenses/certifications of professional and assigned personnel will be secured and kept on file at the Department's Central Office by the DON & Administrative Secretary.
3.3.3- Professional and assigned personnel trainings/in-services agenda's/ minutes and registration lists will be kept on file by the DON. The department Staff Development Plan will be kept current by the DON; and made accessible to all clinic personnel.

DATE: 01/14/13

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Departme

ACCOUNT NUMBER: 4-1293-441-00-340-006-4-XXX RLSS / LPHS

SUBJECT: Budget Amendments (Increases) 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 (increase) to my department budget in accorda Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME
Personnel	
4-1293-441-00-340-006-4-113	RLSS / LPHS - Reg F/T Employees
Fringes	
4-1293-441-00-340-006-4-211	RLSS / LPHS - Health Insurance
4-1293-441-00-340-006-4-212	RLSS / LPHS - Life Insurance
4-1293-441-00-340-006-4-220	RLSS / LPHS - FICA
4-1293-441-00-340-006-4-230	RLSS / LPHS - Retirement
4-1293-441-00-340-006-4-250	RLSS / LPHS - Unemployment Comp
4-1293-441-00-340-006-4-260	RLSS / LPHS - Workers Comp
Equipment	
4-1293-441-00-340-006-4-748	RLSS / LPHS - Other Equipment
Supplies	
4-1293-441-00-340-006-4-601	RLSS / LPHS - Office & Computer Supplies
4-1293-441-00-340-006-4-603	RLSS / LPHS - Educational / Instructional Supplies
4-1293-441-00-340-006-4-664	RLSS / LPHS - Other Minor Equipment
4-1293-441-00-340-006-4-667	RLSS / LPHS - Minor Software
4-1293-441-00-340-006-4-745	RLSS / LPHS - Computer Equipment
4-1293-441-00-340-006-4-747	RLSS / LPHS - Software
4-1293-441-00-340-006-4-748	RLSS / LPHS - Other Equipment
	TOTAL APPROPRIATION
4-1293-334-10-340-006-4-000	RLSS / LPHS - Grant Revenue
	TOTAL APPROPRIATION

REASON: To appropriate the RLSS / LPHS FY 14 grant amendment.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE

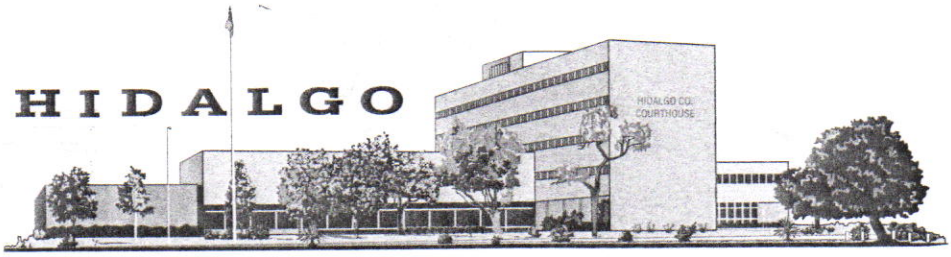
ent

nce with

	AMOUNT -
$	(1,082.00)
$	2,527.00
$	-
$	(92.00)
$	220.00
$	(10.00)
$	(11.00)
$	7,805.00
$	6,665.00
$	(2,368.00)
$	881.00
$	1,191.00
$	2,945.00
$	1,585.00
$	3,765.00
$	24,021.00
$	24,021.00
$	24,021.00

ATTEST CO. CLERK

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

January 17, 2014

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 § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioner's court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$24,021.00	Award No. 2014-001052-01 RLSS/LPHS

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

Date 1/17/14

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-42571 **Health & Human Services Dept. 10. H.**

CC REGULAR

Meeting Date: 01/21/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to process the following invoices from Superior Alarms as claims after auditing procedures are completed by county auditor.

Location	Date	Invoice No.	Period	Amount
Pharr	01/01/13	424192	01/01/13 - 06/30/13	$90.00
Pharr	07/01/13	443391	07/01/13 - 12/31/13	$90.00
Elsa	03/01/13	429257	03/01/13 - 08/31/13	$120.00
Elsa	09/01/13	448312	09/01/13 - 02/28/14	$120.00
Edinburg (1)	03/01/13	429256	03/01/13 - 08/31/13	$360.00
Edinburg (1)	09/01/13	448311	09/01/13 - 02/28/14	$360.00
McAllen	04/01/13	433986	04/01/13 - 09/30/13	$120.00
McAllen	10/01/13	452834	10/01/13 - 03/31/14	$120.00
Weslaco	05/01/13	435689	05/01/13 - 10/31/13	$120.00
Weslaco	11/01/13	454668	11/01/13 - 04/30/14	$120.00
Edinburg	05/01/13	435688	05/01/13 - 10/31/13	$240.00
Edinburg	11/01/13	454667	11/01/13 - 04/30/14	$240.00
Mission	09/19/13	451201	09/01/13 - 02/28/14	$120.00
			Total	**$2,220.00**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-441-00-340-003-0-413

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

BUDGETARY IMPACT:

Funds available.
Requisition #228472 dated 01/03/13 had been prepared but not approved pending finalized Agreement with Superior; Reference AI-42556 (Regular Agenda - 01/21/14) for finalized Agreements for all locations.

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/09/2014 09:10 AM
Mike Escaname (Originator)	Mike Escaname	01/09/2014 03:30 PM
Budget & Management	Debbie Tamez	01/09/2014 04:22 PM
Manuel Chapa	Manuel Chapa	01/14/2014 11:05 AM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Mike Escaname Started On: 01/08/2014 04:42 PM

Final Approval Date: 01/17/2014

Superior Alarms
600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501
Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
424192	1/1/2013
Customer Number	Due Date
622769	1/1/2013

RECEIVED
Hidalgo County Health
& Human Services Department
FEB 27 2013
1304 S. 25th
Edinburg, Texas 78542

To: **Hidalgo County Health Dept.**
1304 S 25th
Edinburg, TX 78539

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$90.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County Health Dept.	622769		1/1/2013	1/1/2013

Quantity	Description	Rate	Amount
Hidalgo County Health Dept., 300 Hall Acres Pharr, TX			
6.00	Central Station Monitoring Fee Burglar Alarm, 1/1/2013 - 6/30/2013	15.00	90.00
		Subtotal:	**$90.00**
	Tax		0.00
	Payments/Credits Applied		0.00
		Invoice Balance Due:	**$90.00**

INVOICE RECEIVED BY:
Jeanette Palacios DATE 2/27/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 1/1-6/30/13
3 -1100-441-00-340-503 -0- 413
PYMT AMOUNT$ 90.00 PO# claim
APPROVED BY: _____

PAST DUE

Date	Invoice #	Description	Amount	Balance Due
1/1/2013	424192	Recurring Services	$90.00	**$90.00**

Superior Alarms
600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501
Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

Superior Alarms

600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
443391	**7/1/2013**
Customer Number	Due Date
622769	**7/1/2013**

RECEIVED
Hidalgo County Health
& Human Services Department
JUN 27 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

To: **Hidalgo County Health Dept.**
1304 S 25th
Edinburg, TX 78539

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$90.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County Health Dept.	622769		7/1/2013	7/1/2013

Quantity	Description	Rate	Amount
Hidalgo County Health Dept., 300 Hall Acres Pharr, TX			
6.00	Central Station Monitoring Fee 7/1/2013 - 12/31/2013	15.00	90.00
		Subtotal:	**$90.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$90.00**

INVOICE RECEIVED BY:
Jeanette Palacios DATE 6/27/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 7/1-12/31/13
3-1100-441-00-340-003-0-413
PYMT AMOUNT$ 90.00 PO# claim
APPROVED BY: _____

Date	Invoice #	Description	Current Invoice	Balance Due
7/1/2013	443391	Recurring Services	$90.00	**$90.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

Superior Alarms

600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179

State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
429257	3/1/2013
Customer Number	Due Date
100813	3/1/2013

RECEIVED
Hidalgo County Health
& Human Services Department
FEB 21 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

To: **Hidalgo County Health Dept.**
Attn: Sylvia Pena
1304 S. 25th St.
Edinburg, TX 78539

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$120.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County Health Dept.	100813	PO 670688	3/1/2013	3/1/2013

Quantity	Description	Rate	Amount
Elsa Clinic, 708 Edinburg St. Elsa, TX			
6.00	Central Station Monitoring Fee 3/1/2013 - 8/31/2013 PO# PO 670688	20.00	120.00
		Subtotal:	**$120.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$120.00**

INVOICE RECEIVED BY:
Jeanette Palacios DATE 2/21/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 3/1-8/31/13
3 -1100-441-00-340-003 -0- 413
PYMT AMOUNT$ 120.00 PO# claim
APPROVED BY: _____

Date	Invoice #	Description	Current Invoice	Balance Due
3/1/2013	429257	Recurring Services	$120.00	**$120.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

Superior Alarms
600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501
Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

RECEIVED
Hidalgo County Health
& Human Services Department
AUG 30 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

Invoice

Invoice Number	Date
448312	9/1/2013
Customer Number	Due Date
100813	9/1/2013

To: **Hidalgo County Health Dept.**
Attn: Sylvia Pena
1304 S. 25th St.
Edinburg, TX 78539

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$120.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County Health Dept.	100813	PO 670688	9/1/2013	9/1/2013

Quantity	Description	Rate	Amount
Elsa Clinic, 708 Edinburg St. Elsa, TX			
6.00	Central Station Monitoring Fee 9/1/2013 - 2/28/2014 PO# PO 670688	20.00	120.00
		Subtotal:	**$120.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$120.00**

INVOICE RECEIVED BY:
Jeanette Palacios DATE 8/30/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 9/1-2/28/14
3 -1100-441-00-340-003 -0- 413
PYMT AMOUNT$. 120.00 PO# claim
APPROVED BY: _____

Date	Invoice #	Description	Current Invoice	Balance Due
9/1/2013	448312	Recurring Services	$120.00	**$120.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

Superior Alarms
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McAllen, Texas 78501
Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

RECEIVED
Hidalgo County Health
& Human Services Department
FEB 21 2013

Invoice

Invoice Number	Date
429256	3/1/2013
Customer Number	Due Date
100813	3/1/2013

To: **Hidalgo County Health Dept.**
Attn: Sylvia Pena
1304 S. 25th St.
Edinburg, TX 78539

1304 S. 25th Ave.
Edinburg, Texas 78542

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$360.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County Health Dept.	100813	PO 670688	3/1/2013	3/1/2013

Quantity	Description	Rate	Amount
Edinburg Pulmonary Clinic, Attn: Sylvia Pena Edinburg, TX			
6.00	Central Station Monitoring Fee 3/1/2013 - 8/31/2013 PO# PO 670688	20.00	120.00
6.00	Central Station Monitoring Fee 3/1/2013 - 8/31/2013 PO# PO 670688	20.00	120.00
6.00	Central Station Monitoring Fee 3/1/2013 - 8/31/2013 PO# PO 670688	20.00	120.00
		Subtotal:	**$360.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$360.00**

INVOICE RECEIVED BY:
Jeanette Palacios DATE 2/21/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 3/1-8/31/13
3 -1100-441-00-340-003 -0-413
PYMT AMOUNT$ 360.00 PO# claim
APPROVED BY: _____

Date	Invoice #	Description	Current Invoice	Balance Due
3/1/2013	429256	Recurring Services	$360.00	$360.00

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

Superior Alarms

600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

RECEIVED
Hidalgo County Health
& Human Services Department
AUG 30 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

Invoice

Invoice Number	Date
448311	9/1/2013
Customer Number	Due Date
100813	9/1/2013

To: **Hidalgo County Health Dept.**
Attn: Sylvia Pena
1304 S. 25th St.
Edinburg, TX 78539

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$360.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County Health Dept.	100813	PO 670688	9/1/2013	9/1/2013

Quantity	Description	Rate	Amount
Edinburg Pulmonary Clinic, Attn: Sylvia Pena Edinburg, TX			
6.00	Central Station Monitoring Fee 9/1/2013 - 2/28/2014 PO# PO 670688	20.00	120.00
6.00	Central Station Monitoring Fee 9/1/2013 - 2/28/2014 PO# PO 670688	20.00	120.00
6.00	Central Station Monitoring Fee 9/1/2013 - 2/28/2014 PO# PO 670688	20.00	120.00
		Subtotal:	**$360.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$360.00**

INVOICE RECEIVED BY:
Jeanette Palacios DATE 8/30/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 9/1-2/28/14
3 -1100-441-00-340-003 -0-413
PYMT AMOUNT$ 360.00 PO# claim
APPROVED BY: _____

Date	Invoice #	Description	Current Invoice	Balance Due
9/1/2013	448311	Recurring Services	$360.00	**$360.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

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P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

RECEIVED
Hidalgo County Health
& Human Services Department
MAR 27 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

Invoice

Invoice Number	Date
433986	4/1/2013
Customer Number	Due Date
622601	4/1/2013

To: **Hidalgo County Health Dept.**
1304 South 25th
Edinburg, TX 78539

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$120.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County Health Dept.	622601	PO 670688	4/1/2013	4/1/2013

Quantity	Description	Rate	Amount
Hidalgo County Health Dept., 300 Hackberry Mcallen, TX			
6.00	Central Station Monitoring Fee 4/1/2013 - 9/30/2013 PO# PO 670688 changing billing again - should have started in April 2010	20.00	120.00
		Subtotal:	**$120.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$120.00**

INVOICE RECEIVED BY:
Jeanette Palacios DATE 3/27/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 4/1-9/30/13
3 -1100-441-00-340- 003 -0- 413
PYMT AMOUNT$ 120.00 PO# claim
APPROVED BY: _____

Date	Invoice #	Description	Current Invoice	Balance Due
4/1/2013	433986	Recurring Services	$120.00	**$120.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

Superior Alarms

600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
452834	10/1/2013
Customer Number	Due Date
622601	10/1/2013

To: **Hidalgo County Health Dept.**
1304 South 25th
Edinburg, TX 78539

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

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

Amount Enclosed: _____ **Net Due: *$120.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County Health Dept.	622601	PO 670688	10/1/2013	10/1/2013

Quantity	Description	Rate	Amount
Hidalgo County Health Dept., 300 Hackberry Mcallen, TX			
6.00	Central Station Monitoring Fee 10/1/2013 - 3/31/2014 PO# PO 670688 changing billing again - should have started in April 2010	20.00	120.00
		Subtotal:	**$120.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$120.00**

INVOICE RECEIVED BY:
Jeanette Palacios DATE 9/25/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 10/1-3/31/14
3 -1100-441-00-340-003 -0- 413
PYMT AMOUNT$ 120.00 PO# Claim
APPROVED BY: _____

Date	Invoice #	Description	Current Invoice	Balance Due
10/1/2013	452834	Recurring Services	$120.00	**$120.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

Superior Alarms

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McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Hidalgo County Health
& Human Services Department

APR 26 2013

1304 S. 25th Ave.
Edinburg, Texas 78542

Invoice

Invoice Number	Date
435689	5/1/2013
Customer Number	Due Date
100813	5/1/2013

To: **Hidalgo County Health Dept.**
Attn: Sylvia Pena
1304 S. 25th St.
Edinburg, TX 78539

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$120.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County Health Dept.	100813	PO 670688	5/1/2013	5/1/2013

Quantity	Description	Rate	Amount
Hidalgo County Health Department, 1901 N. Bridge Weslaco, TX			
6.00	Fire Monitoring 5/1/2013 - 10/31/2013 PO# PO 670688	20.00	120.00
		Subtotal:	**$120.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$120.00**

INVOICE RECEIVED BY:
Jeanette Palacios DATE 4/26/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 5/1-10/31/13
3 -1100-441-00-340-003 -0-413
PYMT AMOUNT$ 120.00 PO# claim
APPROVED BY: _____

Date	Invoice #	Description	Current Invoice	Balance Due
5/1/2013	435689	Recurring Services	$120.00	**$120.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

Superior Alarms

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P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

RECEIVED
Hidalgo County Health
& Human Services Department
OCT 28 2013
1304 S. 25th
Edinburg, Texas 78542

Invoice

Invoice Number	Date
454668	**11/1/2013**
Customer Number	Due Date
100813	**11/1/2013**

To: **Hidalgo County Health Dept.**
Attn: Sylvia Pena
1304 S. 25th St.
Edinburg, TX 78539

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$120.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County Health Dept.	100813	PO 670688	11/1/2013	11/1/2013

Quantity	Description	Rate	Amount
Hidalgo County Health Department, 1901 N. Bridge Weslaco, TX			
6.00	Fire Monitoring 11/1/2013 - 4/30/2014 PO# PO 670688	20.00	120.00
		Subtotal:	**$120.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$120.00**

INVOICE RECEIVED BY:
Jeanette Palacios DATE 10/28/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 11/1-4/30/14
3-1100-441-00-340-003-0-413
PYMT AMOUNT$ 120.00 PO# Claim
APPROVED BY: _____

Date	Invoice #	Description	Current Invoice	Balance Due
11/1/2013	454668	Recurring Services	$120.00	**$120.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

Superior Alarms

600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

RECEIVED
Hidalgo County Health
& Human Services Department
APR 26 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

Invoice

Invoice Number	Date
435688	5/1/2013
Customer Number	Due Date
100813	5/1/2013

To: **Hidalgo County Health Dept.**
Attn: Sylvia Pena
1304 S. 25th St.
Edinburg, TX 78539

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$240.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County Health Dept.	100813	PO 670688	5/1/2013	5/1/2013

Quantity	Description	Rate	Amount
Hidalgo County Health Department, 3105 E. Richardson St. Edinburg, TX			
6.00	Fire Monitoring 5/1/2013 - 10/31/2013 PO# PO 670688	20.00	120.00
6.00	Central Station Monitoring Fee 5/1/2013 - 10/31/2013 PO# PO 670688	20.00	120.00
		Subtotal:	**$240.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$240.00**

INVOICE RECEIVED BY:
Jeanette Palacios DATE 4/26/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 5/1-10/31/13
3 -1100-441-00-340-003 -0-413
PYMT AMOUNT$ 240.00 PO# claim
APPROVED BY: _____

Date	Invoice #	Description	Current Invoice	Balance Due
5/1/2013	435688	Recurring Services	$240.00	$240.00

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

Superior Alarms

600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

RECEIVED
Hidalgo County Health
& Human Services Department
OCT 28 2013
Edinburg, Texas 78542

Invoice

Invoice Number	Date
454667	11/1/2013
Customer Number	Due Date
100813	11/1/2013

To: **Hidalgo County Health Dept.**
Attn: Sylvia Pena
1304 S. 25th St.
Edinburg, TX 78539

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$240.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County Health Dept.	100813	PO 670688	11/1/2013	11/1/2013

Quantity	Description	Rate	Amount
Hidalgo County Health Department, 3105 E. Richardson St. Edinburg, TX			
6.00	Fire Monitoring 11/1/2013 - 4/30/2014 PO# PO 670688	20.00	120.00
6.00	Central Station Monitoring Fee 11/1/2013 - 4/30/2014 PO# PO 670688	20.00	120.00
		Subtotal:	**$240.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$240.00**

INVOICE RECEIVED BY:
Jeanette Palacios DATE 10/28/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 11/1-4/30/14
3 -1100-441-00-340-003 -0-413
PYMT AMOUNT$ 240.00 PO# Claim
APPROVED BY: _____

Date	Invoice #	Description	Current Invoice	Balance Due
11/1/2013	454667	Recurring Services	$240.00	**$240.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

RECEIVED
SEP 23 2013
Hidalgo County Health & Human Services

Invoice

Invoice Number	Date
451201	**9/19/2013**
Customer Number	Due Date
100813	**9/19/2013**

To: **Hidalgo County Health Dept.**
Attn: Sylvia Pena
1304 S. 25th St.
Edinburg, TX 78539

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$120.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County Health Dept.	100813		9/19/2013	9/19/2013

Quantity	Description	Rate	Amount
Hidalgo County Health Department, 211 S. Schuerback Dr Mission, TX			
6.00	Burg/Fire Monitoring Burglar Alarm, 9/1/2013 - 2/28/2014	20.00	120.00
		Subtotal:	**$120.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$120.00**

INVOICE RECEIVED BY:
Jeanette Palacios DATE 9/23/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 9/1-2/28/14
3 -1100-441-00-340- 003 -0- 413
PYMT AMOUNT$ 120.00 PO# claim
APPROVED BY: _____

Date	Invoice #	Description	Current Invoice	Balance Due
9/19/2013	451201	Recurring Services	$120.00	**$120.00**

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

9/1/13 thru 2/28/14

AI-42569 **Health & Human Services Dept. 10. I.**

CC REGULAR

Meeting Date: 01/21/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to process the following invoices as claims after auditing procedures are completed by county auditor.

Vendor	Account No.	Invoice Date	Amount
Time Warner	8260180040016386	09/06-10/05	$272.75
Time Warner	8260180040016386	10/06-11/05	$272.75
Time Warner	8260180040016386	11/06-12/05	$272.75
Time Warner	8260180040016386	12/06-01/05	$273.10
		Total	**$1,091.35**

BACKGROUND

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1293-441-00-340-013-4-534

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

BUDGETARY IMPACT:

Funds available in account as of 1/10/2014.

Requisition #243139 dated 09/05/13 replaced with requisition #249504 dated 01/08/14.

Attachments

Invoices

Req

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/09/2014 09:10 AM
Mike Escaname (Originator)	Mike Escaname	01/09/2014 11:24 AM
Budget & Management	Debbie Tamez	01/09/2014 11:39 AM
Obdett Calzada	Obdett Calzada	01/10/2014 04:25 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Mike Escaname Started On: 01/08/2014 04:39 PM

Final Approval Date: 01/17/2014

TIME WARNER CABLE
Business Class®

Customer service
Call us anytime: 1-866-519-1263
Manage your account:
twcbc.com/myaccount
Visit us online: twcbc.com/texas

Account number
8260 18 004 0016386
Customer code **5081**

Due date	Service period	Amount due
upon receipt	09/06 - 10/05	**$545.50**

Service address
Hidalgo County Health Dep
Account Phone 956-383-6221
1304 S 25th Ave
Rr
Edinburg, TX 78542-7205

Previous balance & payments	
Balance last statement	545.50
Payments received as of Aug 27, 2013	-272.75
Unpaid balance pd 9/3/13 #387503 →	272.75
Current month	
Monthly services	271.20
Surcharges	1.55
Total due upon receipt	**$545.50**

INVOICE RECEIVED BY:
Jeanette Palacios DATE 9/3/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 9/6-10/5/13
3 -1293-441-00-340- 013 -4 - 534
PYMT AMOUNT$ 272.75 PO# Claim
APPROVED BY:

TIME WARNER CABLE
Business Class®

PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 ZO RP 27 08282013 NNNYNYNN 01 008019 0029

HIDALGO COUNTY HEALTH DEP
1304 S 25TH AVE
RR
EDINBURG, TX 78542-7205

Payment due date
upon receipt

Account number
8260 18 004 0016386

Please write your account number on your check.

Please enclose this coupon with your payment.

**Please allow 7-10 days for delivery and payment processing. See reverse side for more convenient payment options.

Total amount due
$545.50

Amount enclosed

Received
Hidalgo County Health & Human Services Department
SEP 03 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

8260180040016386005455O9

Hidalgo County Health Dep
Total due upon receipt: $545.50
Account number: 8260 18 004 0016386
Customer code: 5081
Statement date: Aug 27, 2013

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	545.50
	Total previous balance	**$545.50**
	Payments	
07/31	Payment - Thank You	-272.75
	Total unpaid balance	**$272.75**
	Monthly services	
08/27	Broadband HSD - 15mx2m	246.20
	5 Static IP	25.00
	Total monthly services	**$271.20**
	Surcharges	
	TWC State Cost Recovery Fee	1.55
	Total surcharges	**$1.55**

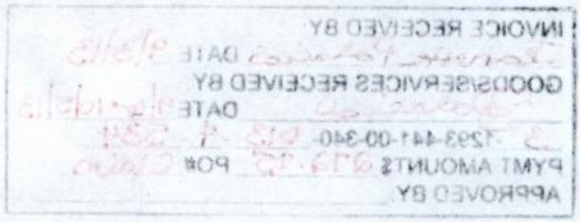
TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically, TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC's Texas Margins Tax liability.

Total due upon receipt **$545.50**

Reach us at your convenience

Online
Visit us at twcbc.com/myaccount to chat with agents online, manage your services, access support tools such as FAQs and user guides, and pay your bill when it is convenient for you.

Over the phone
Call us anytime at **1-866-519-1263** to speak with someone live. For the most efficient service, have the phone number associated with your account or your account number available when you call.



Pay online

My Account puts you in control!
Enjoy the convenience of anytime access to your account, save time with easy, online bill payment and efficiently manage your service all in one place. Your account number and customer code are needed to register. Visit us online at **twcbc.com/myaccount** to get started today!

Pay by phone

Make a payment free of charge using our automated payment option at **1-866-519-1263** and authorize payment directly from your bank account or credit card.

Customer information

Are you experiencing technical issues with closed captioning? Call 1-800-222-5355, email twc.closedcaptioningissues@twcable.com or fax 1-877-430-1386. Want to write us? Address closed captioning related concerns for which you would like a formal response to H. Dudash, Administrator, 13820 Sunrise Valley Dr., Herndon, VA 20171; fax 1-704-697-4935; email twc.closedcaptioningissues@twcable.com To follow up on a written submission, call 1-877-276-7432.

If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions. Nonpayment of any portion of your TV, Internet or Phone service could result in disconnection of your TWC services.

To view the call detail for your Business Phone calls, go to twcbc.com/myaccount.

For information on any upcoming programming charges please consult the Legal Notices published in Brownsville Herald, McAllen Monitor or Valley Morning Star on the 1st and 3rd Monday each month and on twc.com.

Time Warner Cable is an Equal Opportunity Employer M/F/D/V/Drug free workplace. For career opportunities at Time Warner Cable, visit twc.com/careers.

TIME WARNER CABLE
Business Class®

Customer service
Call us anytime: 1-866-519-1263
Manage your account:
twcbc.com/myaccount
Visit us online: twcbc.com/texas

Account number
8260 18 004 0016386
Customer code **5081**

Due date	Service period	Amount due
upon receipt	10/06 - 11/05	**$545.50**

Service address
Hidalgo County Health Dep
Account Phone 956-383-6221
1304 S 25th Ave
Rr
Edinburg, TX 78542-7205

Previous balance & payments	
Balance last statement	545.50
Payments received as of Sep 27, 2013	-272.75
Unpaid balance	272.75

Current month	
Monthly services	271.20
Surcharges	1.55
Total due upon receipt	**$545.50**

INVOICE RECEIVED BY:
Jeanette Palacios DATE 10/3/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 10/6-11/5/13
3 -1293-441-00-340-013 -4 - 534
PYMT AMOUNT$ 272.75 PO# Claim
APPROVED BY:

In the know...

The Texas Universal Service Fund assesment rate has been decreased from 4.3% to 3.7% effective September 1,2013. If you are a TWC Phone customer you will see this rate change on future statements.

TIME WARNER CABLE
Business Class®

PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 ZO RP 27 09282013 NNNNNYNN 01 008471 0028

HIDALGO COUNTY HEALTH DEP
1304 S 25TH AVE
RR
EDINBURG, TX 78542-7205

Payment due date
upon receipt

Account number
8260 18 004 0016386
Please write your account number on your check.

Please enclose this coupon with your payment.

**Please allow 7-10 days for delivery and payment processing. See reverse side for more convenient payment options.

Total amount due
$545.50

Amount enclosed

RECEIVED
Hidalgo County Health
& Human Services Department
OCT 3 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

826018004001638600545509

Hidalgo County Health Dep
Total due upon receipt: $545.50
Account number: 8260 18 004 0016386
Customer code: 5081
Statement date: Sep 27, 2013

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	545.50
	Total previous balance	**$545.50**
	Payments	
09/10	Payment - Thank You	-272.75
	Total unpaid balance	**$272.75**
	Monthly services	
09/27	Broadband HSD - 15mx2m	246.20
	5 Static IP	25.00
	Total monthly services	**$271.20**
	Surcharges	
	TWC State Cost Recovery Fee	1.55
	Total surcharges	**$1.55**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically, TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC's Texas Margins Tax liability.	
	Total due upon receipt	**$545.50**

Reach us at your convenience

Online
Visit us at twcbc.com/myaccount to chat with agents online, manage your services, access support tools such as FAQs and user guides, and pay your bill when it is convenient for you.

Over the phone
Call us anytime at **1-866-519-1263** to speak with someone live. For the most efficient service, have the phone number associated with your account or your account number available when you call.



Pay online

My Account puts you in control!
Enjoy the convenience of anytime access to your account, save time with easy, online bill payment and efficiently manage your service all in one place. Your account number and customer code are needed to register. Visit us online at **twcbc.com/myaccount** to get started today!

Pay by phone

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Customer information

Are you experiencing technical issues with closed captioning? Call 1-800-222-5355, email twc.closedcaptioningissues@twcable.com or fax 1-877-430-1386. Want to write us? Address closed captioning related concerns for which you would like a formal response to H. Dudash, Administrator, 13820 Sunrise Valley Dr., Herndon, VA 20171; fax 1-704-697-4935; email twc.closedcaptioningissues@twcable.com To follow up on a written submission, call 1-877-276-7432.

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Customer service
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Manage your account:
twcbc.com/myaccount
Visit us online: twcbc.com/texas

Account number
8260 18 004 0016386
Customer code **5081**

Due date	Service period	Amount due
upon receipt	11/06 - 12/05	**$818.25**

Service address
Hidalgo County Health Dep
Account Phone 956-383-6221
1304 S 25th Ave
Rr
Edinburg, TX 78542-7205

Previous balance & payments	
Balance last statement	545.50
Unpaid balance	545.50

Current month	
Monthly services	271.20
Surcharges	1.55
Total due upon receipt	**$818.25**

INVOICE RECEIVED BY:
Jeanette Palacios DATE 11/4/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 11/6-12/5/13
3 -1293-441-00-340- 013 - 4 - 534
PYMT AMOUNT$ 272.75 PO# claim
APPROVED BY:

In the know...

Did you know TWC is changing the names of many services and packages? You may notice this on your next bill. Your price (and the channels, speeds, or the features in your pacakage) are not changing. Visit twc.com/newnames to learn more.

Due to an increase in Time Warner Cable's tax obigation, effective with your October 2013 invoice, you will see a small change in the TWC State Cost Recovery Fee applied to your bill. If you have any questions related to these charges, please contact us at 1-866-519-1263.

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866-519-1263 FOR PAYMENT ARRANGEMENTS. OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BEEN MADE.

TIME WARNER CABLE
Business Class®

PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 ZO RP 27 10282013 NYNNNYNN 01 008733 0034

HIDALGO COUNTY HEALTH DEP
1304 S 25TH AVE
RR
EDINBURG, TX 78542-7205

Please enclose this coupon with your payment.

**Please allow 7-10 days for delivery and payment processing. See reverse side for more convenient payment options.

Payment due date
upon receipt

Account number
8260 18 004 0016386
Please write your account number on your check.

Total amount due
$818.25

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

Hidalgo County Health
& Human Services Department
NOV 04 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

826018004001638600818252

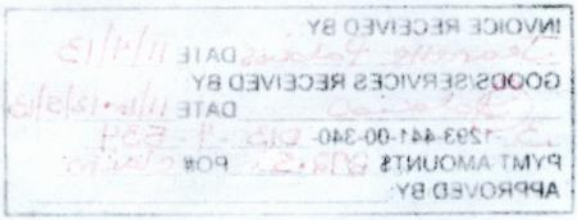
Hidalgo County Health Dep
Total due upon receipt: $818.25
Account number: 8260 18 004 0016386
Customer code: 5081
Statement date: Oct 27, 2013

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	545.50
	Total previous balance	**$545.50**
	Monthly services	
10/27	Broadband HSD - 15mx2m	246.20
	5 Static IP	25.00
	Total monthly services	**$271.20**
	Surcharges	
	TWC State Cost Recovery Fee	1.55
	Total surcharges	**$1.55**

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Total due upon receipt **$818.25**



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Manage your account:
twcbc.com/myaccount
Visit us online: twcbc.com/texas

Account number
8260 18 004 0016386
Customer code **5081**

Due date	Service period	Amount due
upon receipt	12/06 - 01/05	**$1,091.35**

Service address
Hidalgo County Health Dep
Account Phone 956-383-6221
1304 S 25th Ave
Rr
Edinburg, TX 78542-7205

Previous balance & payments	
Balance last statement	818.25
Unpaid balance	818.25
Current month	
Monthly services	271.20
Surcharges	1.90
Total due upon receipt	**$1,091.35**

INVOICE RECEIVED BY:
Jeanette Palacios DATE 12/4/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 12/6 - 1/5/14
3 -1293-441-00-340- 013 -4-534
PYMT AMOUNT$ 273.10 PO# Claim
APPROVED BY:

In the know...

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TIME WARNER CABLE
Business Class®

PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 ZO RP 27 11282013 NNNNNYNN 01 007473 0024

HIDALGO COUNTY HEALTH DEP
1304 S 25TH AVE
RR
EDINBURG, TX 78542-7205

Please enclose this coupon with your payment.

**Please allow 7-10 days for delivery and payment processing. See reverse side for more convenient payment options.

Payment due date
upon receipt

Total amount due
$1,091.35

Account number
8260 18 004 0016386

Please write your account number on your check.

Amount enclosed

RECEIVED
Hidalgo County Health
& Human Services Department
DEC 04 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

826018004001638601091354

Hidalgo County Health Dep
Total due upon receipt: $1,091.35
Account number: 8260 18 004 0016386
Customer code: 5081
Statement date: Nov 27, 2013

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	818.25
	Total previous balance	**$818.25**
	Monthly services	
11/27	Broadband HSD - 15mx2m	246.20
	5 Static IP	25.00
	Total monthly services	**$271.20**
	Surcharges	
	TWC State Cost Recovery Fee	1.90
	Total surcharges	**$1.90**

TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically, TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC's Texas Margins Tax liability.

Total due upon receipt **$1,091.35**

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Requisition

Req # 00249504

PO #

Date: 01/08/14

Bill To: x
x

Vendor : 231924
TIME WARNER CABLE
P.O. BOX 60074
CITY OF INDUSTRY CA 91716-0074

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR TEX-AN-NG-CTSA-008 DO NOT DUPLICATE ORDER		
8.00	MONTH	INTERNET SERVICES FOR : BIO AND CENTRAL OFFICE, 1304 S. 25TH AVE, EDINBURG, TX EDINBURG CLINIC, 3105 E. RICHARDSON, EDINBURG, TEXAS, ELSA CLINIC, 708 EDINBURG STREET, ELSA, TEXAS, HIDALGO CLINIC 702 E. TEXANO, HIDALGO, TEXAS, MCALLEN CLINIC, 300 E. HACKBERRY, MCALLEN, TX MISSION CLINIC, 211 N. SHURBACH, MISSION, TEXAS PHARR CLINIC, 300 W. HALLACRES, PHARR, TEXAS WESLACO CLINIC, 1901 N. BRIDGE, WESLACO, TEXAS DECEMBER 2012 - AUGUST 2013 @ RATES: $246.20 (HSD-15X2Mbps PER MONTH STAIC IP'S (QTY 5 AT $5.00 EACH) $25.00 PER MONTH	271.20	2,169.60
		Account No	Encumbrance	
			Freight	.00
			Total	2,169.60
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		534 3-1293-441 -		

Authorized By: _____

Requisition

Req # 00243139

PO #

Date: 09/05/13

Bill To: x
x

Vendor : 231924
TIME WARNER CABLE
P.O. BOX 60074
CITY OF INDUSTRY CA 91716-0074

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No: DIR-TEX-AMBGCTCA00

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TEX-AM-BG-CTCA-008		
		DO NOT DUPLICATE ORDER		
12.00	MONTH	CO INTERNET SERVICES FOR BIO, CENTRAL OFFICE, EDINBURG CLINIC, ELSA CLINIC, ELSA CLINIC, HIDALGO CLINIC, MCALLEN CLINIC, MISSION CLINIC, PHARR CLINIC, AND WESLACO CLINIC	272.75	3,273.00
		Account No	Encumbrance	
		3-1293-441-00-340-013-4-534	3,273.00	
			Freight	.00
			Total	3,273.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-42597 **IT Department 11. A.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2013 Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

Invoice Date	Invoice	Vendor	Amount
07/03/2013	8260 18 035 0341754	Time Warner Cable	$644.92
07/23/2013	8260 18 035 0341754	Time Warner Cable	$644.92
08/23/2013	8260 18 035 0341754	Time Warner Cable	$670.36
09/23/2013	8260 18 035 0341754	Time Warner Cable	$658.75
10/23/2013	8260 18 035 0341754	Time Warner Cable	$688.97
11/23/2013	8260 18 035 0341754	Time Warner Cable	$698.87

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-00-200-002-0-534

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

BUDGETARY IMPACT:

Attachments

Desk Top

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/09/2014 03:58 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Edna Kirby Started On: 01/09/2014 02:55 PM

Final Approval Date: 01/17/2014

Time Warner Cable®

Customer service
Call us anytime 1-800-222-5355
Visit us at twc.com

Account number
8260 18 035 0341754
Customer code 7910

Due date	Service period	Amount due
Jul 23, 2013	07/03 - 08/02	**$644.92**

Service address

Hidalgo County
Account Phone 956-292-7010
3003 E Mile 11 N
Fiber
Weslaco, TX 78596-1052

Previous balance & payments	
Balance last statement	0.00

Current month	
Monthly services	499.00
Credits and one-time charges	0.00
Surcharges	27.17
Taxes and fees	118.75
Total due by Jul 23, 2013	**$644.92**

You saved $25.00 by subscribing to this package

ENJOY TWC BETTER

Did you know that with our TWC TV app you can now make any device a TV, in and out of your home? Download the app for FREE or go to TWCTV.com and watch Live TV on up to 300 channels plus On Demand movies and shows wherever you are.

Did you know as a Time Warner Cable customer you can win free tickets to exclusive events, sports, concerts, premiers and more? Visit twc.com/exclusives to enter for your exclusive access.

Did you know you only need one login for easy access to your accounts, Live TV, DVR, On Demand, WiFi and more? Just visit twc.com/register to sign up for a TWC ID.

Please enclose this coupon with your payment.

Time Warner Cable®

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PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 ZO RP 03 07042013 NYNNNYNN 01 002150 0006

HIDALGO COUNTY
100 E CANO ST FL 4
EDINBURG, TX 78539-4582

Payment due date
Jul 23, 2013

Account number
8260 18 035 0341754

Please write your account number on your check.

Total amount due
$644.92

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

8260180350341754006449 22

Hidalgo County
Total due by Jul 23, 2013: $644.92
Account number 8260 18 035 0341754
Customer code 7910
Statement date: Jul 03, 2013

Time Warner Cable®

	Previous balance	
	Balance last statement	0.00
	Total previous balance	**$0.00**
	Monthly services	
07/03	Business Class PRI	475.00
	You saved $25.00 by subscribing to this package	
	Business Class Trunk	0.00
	DID Block 20 Numbers	9.00
	Qty 3 @ $3.00 Each	
	DID Block 100 Numbers	15.00
	LD 3,000 Free Minutes	0.00
	Total monthly services	**$499.00**
	Credits and one-time charges	
07/03	BC PRI Install	0.00
	Total credits and one-time charges	**$0.00**
	Surcharges	
	TWC PUC Recovery Fee	0.91
	State Universal Service Fund	23.42
	TWC State Cost Recovery Fee	2.84
	Total surcharges	**$27.17**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically, TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC's Texas Margins Tax liability.	
	Taxes and fees	
	State and Local Sales Tax	46.69
	Municipal Right Of Way Fee	41.86
	E911 Fee	11.50
	Federal Excise Tax	17.32
	E911 Equalization Surcharge	1.38
	Total taxes and fees	**$118.75**
	Total due by Jul 23, 2013	**$644.92**

Reach us at your convenience

On twc.com
Visit twc.com/myservices to pay your bill online, view FAQs/self-help options and chat with a live agent. Just have your customer code above on hand.

Through your mobile device
With our free My TWC™ app.

Over the phone
Call us anytime at **1-800-222-5355** to speak to someone live with any questions about your bill. Or try our Voice shortcuts and simply say "question about my bill" or "pay my bill" after verifying your phone number to pay your bill for free.

Pay online

Go green with online bill payment.
Sign up at **twc.com/myservices**
Have your account number and customer code ready, found on the top of this page.

Pay by phone

Make a credit card payment free of charge using our automated payment option at **1-800-222-5355**; simply say "pay my bill". Use your Visa, MasterCard, Discover or American Express card.

Customer information

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To view the call detail for your Home Phone calls, go to twc.com/myservices

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twcbc.com/myaccount
Visit us online: twcbc.com/texas

Account number
8260 18 035 0341754
Customer code 7910

Due date	Service period	Amount due
upon receipt	08/03 - 09/02	**$1,289.84**

Service address

Hidalgo County
Account Phone 956-292-7010
3003 E Mile 11 N
Fiber
Weslaco, TX 78596-1052

Previous balance & payments	
Balance last statement	644.92
Unpaid balance	644.92

Current month	
Monthly services	499.00
Surcharges	27.17
Taxes and fees	118.75

Total due upon receipt	**$1,289.84**

You saved $25.00 by subscribing to this package

OUR RECORDS INDICATE THAT YOUR ACCOUNT IS DELINQUENT. PLEASE MAKE A PAYMENT WITHIN 5 DAYS OF THE DATE OF THIS BILL TO AVOID LOSS OF SERVICE, A LATE FEE OF 1.5% AND A POSSIBLE COLLECTION FEE. IF PAYMENT HAS BEEN MADE, PLEASE DISREGARD.

TIME WARNER CABLE
Business Class®

Please enclose this coupon with your payment.

**Please allow 7-10 days for delivery and payment processing. See reverse side for more convenient payment options.

PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 ZO RP 23 07242013 NNYNNYNN 01 003134 0010

HIDALGO COUNTY
100 E CANO ST FL 4
ATTN IT DEPT
EDINBURG, TX 78539-4582

Payment due date
upon receipt

Total amount due
$1,289.84

Account number
8260 18 035 0341754

Please write your account number on your check.

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

826018035034175401289842

Hidalgo County
Total due upon receipt: $1,289.84
Account number 8260 18 035 0341754
Customer code 7910
Statement date: Jul 23, 2013

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	644.92
	Total previous balance	**$644.92**
	Monthly services	
07/23	Business Class PRI	475.00
	You saved $25.00 by subscribing to this package	
	Business Class Trunk	0.00
	DID Block 20 Numbers Qty 3 @ $3.00 Each	9.00
	DID Block 100 Numbers	15.00
	LD 3,000 Free Minutes	0.00
	Total monthly services	**$499.00**
	Surcharges	
	TWC PUC Recovery Fee	0.91
	State Universal Service Fund	23.42
	TWC State Cost Recovery Fee	2.84
	Total surcharges	**$27.17**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically, TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC's Texas Margins Tax liability.	
	Taxes and fees	
	State and Local Sales Tax	46.69
	Municipal Right Of Way Fee	41.86
	E911 Fee	11.50
	Federal Excise Tax	17.32
	E911 Equalization Surcharge	1.38
	Total taxes and fees	**$118.75**
	Total due upon receipt	**$1,289.84**

Reach us at your convenience

Online
Visit us at twcbc.com/myaccount to chat with agents online, manage your services, access support tools such as FAQs and user guides, and pay your bill when it is convenient for you.

Over the phone
Call us anytime at **1-866-519-1263** to speak with someone live. For the most efficient service, have the phone number associated with your account or your account number available when you call.

Pay online

My Account puts you in control!
Enjoy the convenience of anytime access to your account, save time with easy, online bill payment and efficiently manage your service all in one place. Your account number and customer code are needed to register. Visit us online at **twcbc.com/myaccount** to get started today!

Pay by phone

Make a payment free of charge using our automated payment option at **1-866-519-1263** and authorize payment directly from your bank account or credit card.

Customer information

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If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions. Nonpayment of any portion of your TV, Internet or Phone service could result in disconnection of your TWC services.

To view the call detail for your Business Phone calls, go to twcbc.com/myaccount.

For information on any upcoming programming charges please consult the Legal Notices published in Brownsville Herald, McAllen Monitor or Valley Morning Star on the 1st and 3rd Monday each month and on twc.com.

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TIME WARNER CABLE
Business Class®

Customer service
Call us anytime: 1-866-519-1263
Manage your account:
twcbc.com/myaccount
Visit us online: twcbc.com/texas

Account number
8260 18 035 0341754
Customer code **7910**

Due date	Service period	Amount due
upon receipt	09/03 - 10/02	**$1,960.20**

Service address
Hidalgo County
Account Phone 956-292-7010
3003 E Mile 11 N
Fiber
Weslaco, TX 78596-1052

Previous balance & payments	
Balance last statement	1,289.84
Unpaid balance	1,289.84

Current month	
Monthly services	514.00
Partial month charges	6.77
Surcharges	28.26
Taxes and fees	121.33
Total due upon receipt	**$1,960.20**

You saved $25.00 by subscribing to this package

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866-519-1263 FOR PAYMENT ARRANGEMENTS. OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BEEN MADE.

Please enclose this coupon with your payment.

TIME WARNER CABLE
Business Class®

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PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 ZO RP 23 08242013 NNNNNYNN 01 004310 0013

HIDALGO COUNTY
100 E CANO ST FL 4
ATTN IT DEPT
EDINBURG, TX 78539-4582

Payment due date
upon receipt

Account number
8260 18 035 0341754

Please write your account number on your check.

Total amount due
$1,960.20

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

826018035034175401960202

Hidalgo County
Total due upon receipt: $1,960.20
Account number: 8260 18 035 0341754
Customer code: 7910
Statement date: Aug 23, 2013

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	1,289.84
	Total previous balance	**$1,289.84**
	Monthly services	
08/23	Business Class PRI	475.00
	You saved $25.00 by subscribing to this package	
	Business Class Trunk	0.00
	DID Block 20 Numbers Qty 3 @ $3.00 Each	9.00
	DID Block 100 Numbers Qty 2 @ $15.00 Each	30.00
	LD 3,000 Free Minutes	0.00
	Total monthly services	**$514.00**
	Partial month charges	
08/20	DID Block 100 Numbers 08/20-09/02	6.77
	Total partial month charges	**$6.77**
	Surcharges	
	TWC PUC Recovery Fee	0.94
	State Universal Service Fund	24.35
	TWC State Cost Recovery Fee	2.97
	Total surcharges	**$28.26**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically, TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC's Texas Margins Tax liability.	
	Taxes and fees	
	State and Local Sales Tax	48.58
	Municipal Right Of Way Fee	41.86
	E911 Fee	11.50
	Federal Excise Tax	18.01
	E911 Equalization Surcharge	1.38

continued on next column

continued from previous column

Total taxes and fees	**$121.33**
Total due upon receipt	**$1,960.20**

Reach us at your convenience

Online
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Pay online

My Account puts you in control!

Enjoy the convenience of anytime access to your account, save time with easy, online bill payment and efficiently manage your service all in one place. Your account number and customer code are needed to register. Visit us online at **twcbc.com/myaccount** to get started today!

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twcbc.com/myaccount
Visit us online: twcbc.com/texas

Account number
8260 18 035 0341754
Customer code **7910**

Due date	Service period	Amount due
upon receipt	10/03 - 11/02	**$2,618.95**

Service address
Hidalgo County
Account Phone 956-292-7010
3003 E Mile 11 N
Fiber
Weslaco, TX 78596-1052

Previous balance & payments	
Balance last statement	1,960.20
Unpaid balance	1,960.20
Current month	
Monthly services	514.00
Surcharges	24.57
Taxes and fees	120.18
Total due upon receipt	**$2,618.95**

You saved $25.00 by subscribing to this package

In the know...

The Texas Universal Service Fund assesment rate has been decreased from 4.3% to 3.7% effective September 1,2013. If you are a TWC Phone customer you will see this rate change on future statements.

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866-5191263 FOR PAYMENT ARRANGEMENTS, OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BBEN MADE.

TIME WARNER CABLE
Business Class®

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8260 1800 ZO RP 23 09242013 NNNNNYNN 01 005118 0015

HIDALGO COUNTY
100 E CANO ST FL 4
ATTN IT DEPT
EDINBURG, TX 78539-4582

Payment due date
upon receipt

Account number
8260 18 035 0341754

Please write your account number on your check.

Total amount due
$2,618.95

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

8260180350341754026189 57

Hidalgo County
Total due upon receipt: $2,618.95
Account number: 8260 18 035 0341754
Customer code: 7910
Statement date: Sep 23, 2013

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	1,960.20
	Total previous balance	**$1,960.20**
	Monthly services	
09/23	Business Class PRI	475.00
	You saved $25.00 by subscribing to this package	
	Business Class Trunk	0.00
	DID Block 20 Numbers	9.00
	Qty 3 @ $3.00 Each	
	DID Block 100 Numbers	30.00
	Qty 2 @ $15.00 Each	
	LD 3,000 Free Minutes	0.00
	Total monthly services	**$514.00**
	Surcharges	
	TWC PUC Recovery Fee	0.93
	State Universal Service Fund	20.71
	TWC State Cost Recovery Fee	2.93
	Total surcharges	**$24.57**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically, TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC's Texas Margins Tax liability.	
	Taxes and fees	
	State and Local Sales Tax	47.74
	Municipal Right Of Way Fee	41.86
	E911 Fee	11.50
	Federal Excise Tax	17.70
	E911 Equalization Surcharge	1.38
	Total taxes and fees	**$120.18**
	Total due upon receipt	**$2,618.95**

Reach us at your convenience

Online
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Over the phone
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Pay online

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Customer information

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Manage your account:
twcbc.com/myaccount
Visit us online: twcbc.com/texas

Account number
8260 18 035 0341754
Customer code **7910**

Due date	Service period	Amount due
upon receipt	11/03 - 12/02	**$3,307.92**

Service address
Hidalgo County
Account Phone 956-292-7010
3003 E Mile 11 N
Fiber
Weslaco, TX 78596-1052

Previous balance & payments	
Balance last statement	2,618.95
Unpaid balance	2,618.95

Current month	
Monthly services	514.00
Credits and one-time charges	29.40
Surcharges	25.30
Taxes and fees	120.27

Total due upon receipt	**$3,307.92**

You saved $25.00 by subscribing to this package

In the know...

Did you know TWC is changing the names of many services and packages? You may notice this on your next bill. Your price (and the channels, speeds, or the features in your pacakage) are not changing. Visit twc.com/newnames to learn more.

Due to an increase in Time Warner Cable's tax obligation, effective with your October 2013 invoice, you will see a small change in the TWC State Cost Recovery Fee applied to your bill. If you have any questions related to these charges, please contact us at 1-866-519-1263.

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866-5191263 FOR PAYMENT ARRANGEMENTS, OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BBEN MADE.

TIME WARNER CABLE
Business Class®

PO BOX 460849, SAN ANTONIO, TX 78246-0849
8260 1800 ZO RP 23 10242013 NNNNNYNN 01 004492 0016

HIDALGO COUNTY
100 E CANO ST FL 4
ATTN IT DEPT
EDINBURG, TX 78539-4582

Payment due date
upon receipt

Account number
8260 18 035 0341754

Please write your account number on your check.

Please enclose this coupon with your payment.

**Please allow 7-10 days for delivery and payment processing. See reverse side for more convenient payment options.

Total amount due
$3,307.92

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

8260180350341754033079 23

Hidalgo County
Total due upon receipt: $3,307.92
Account number: 8260 18 035 0341754
Customer code: 7910
Statement date: Oct 23, 2013

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	2,618.95
	Total previous balance	**$2,618.95**
	Monthly services	
10/23	Business Class PRI	475.00
	You saved $25.00 by subscribing to this package	
	Business Class Trunk	0.00
	DID Block 20 Numbers Qty 3 @ $3.00 Each	9.00
	DID Block 100 Numbers Qty 2 @ $15.00 Each	30.00
	LD 3,000 Free Minutes	0.00
	Total monthly services	**$514.00**
	Credits and one-time charges	
09/30	Late Payment Fee	29.40
09/30	BC PRI Install	0.00
	Total credits and one-time charges	**$29.40**
	Surcharges	
	TWC PUC Recovery Fee	0.97
	State Universal Service Fund	20.73
	TWC State Cost Recovery Fee	3.60
	Total surcharges	**$25.30**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically, TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC's Texas Margins Tax liability.	
	Taxes and fees	
	State and Local Sales Tax	47.80
	Municipal Right Of Way Fee	41.86
	E911 Fee	11.50
	Federal Excise Tax	17.73
	E911 Equalization Surcharge	1.38

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Total taxes and fees	**$120.27**
Total due upon receipt	**$3,307.92**

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Online
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Customer service
Call us anytime: 1-866-519-1263
Manage your account:
twcbc.com/myaccount
Visit us online: twcbc.com/texas

Account number
8260 18 035 0341754
Customer code **7910**

Due date	Service period	Amount due
upon receipt	12/03 - 01/02	**$4,006.79**

Service address
Hidalgo County
Account Phone 956-292-7010
3003 E Mile 11 N
Fiber
Weslaco, TX 78596-1052

Previous balance & payments	
Balance last statement	3,307.92
Unpaid balance	3,307.92
Current month	
Monthly services	514.00
Credits and one-time charges	39.30
Surcharges	25.30
Taxes and fees	120.27
Total due upon receipt	**$4,006.79**

You saved $25.00 by subscribing to this package

In the know...

Did you know TWC changed the names of many services and packages? Your price, and the channels, speeds or features in your package, did not change. Visit twc.com/newnames to learn more.

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Please enclose this coupon with your payment.

TIME WARNER CABLE
Business Class®

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8260 1800 ZO RP 23 11242013 NNNNNYNN 01 008622 0029

HIDALGO COUNTY
100 E CANO ST FL 4
ATTN IT DEPT
EDINBURG, TX 78539-4582

Payment due date
upon receipt

Account number
8260 18 035 0341754

Please write your account number on your check.

Total amount due
$4,006.79

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716-0074

8260180350341754040067 97

Hidalgo County
Total due upon receipt: $4,006.79
Account number: 8260 18 035 0341754
Customer code: 7910
Statement date: Nov 23, 2013

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	3,307.92
	Total previous balance	**$3,307.92**
	Monthly services	
11/23	Business Class PRI	475.00
	You saved $25.00 by subscribing to this package	
	Business Class Trunk	0.00
	DID Block 20 Numbers Qty 3 @ $3.00 Each	9.00
	DID Block 100 Numbers Qty 2 @ $15.00 Each	30.00
	LD 3,000 Free Minutes	0.00
	Total monthly services	**$514.00**
	Credits and one-time charges	
10/30	Late Payment Fee	39.28
11/23	Business Class PRI Usage International for 956-973-7800	0.02
	Total credits and one-time charges	**$39.30**
	Surcharges	
	TWC PUC Recovery Fee	0.97
	State Universal Service Fund	20.73
	TWC State Cost Recovery Fee	3.60
	Total surcharges	**$25.30**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically, TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC's Texas Margins Tax liability.	
	Taxes and fees	
	State and Local Sales Tax	47.80
	Municipal Right Of Way Fee	41.86
	E911 Fee	11.50
	Federal Excise Tax	17.73

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continued from previous column

E911 Equalization Surcharge	1.38
Total taxes and fees	**$120.27**
Total due upon receipt	**$4,006.79**

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Customer information

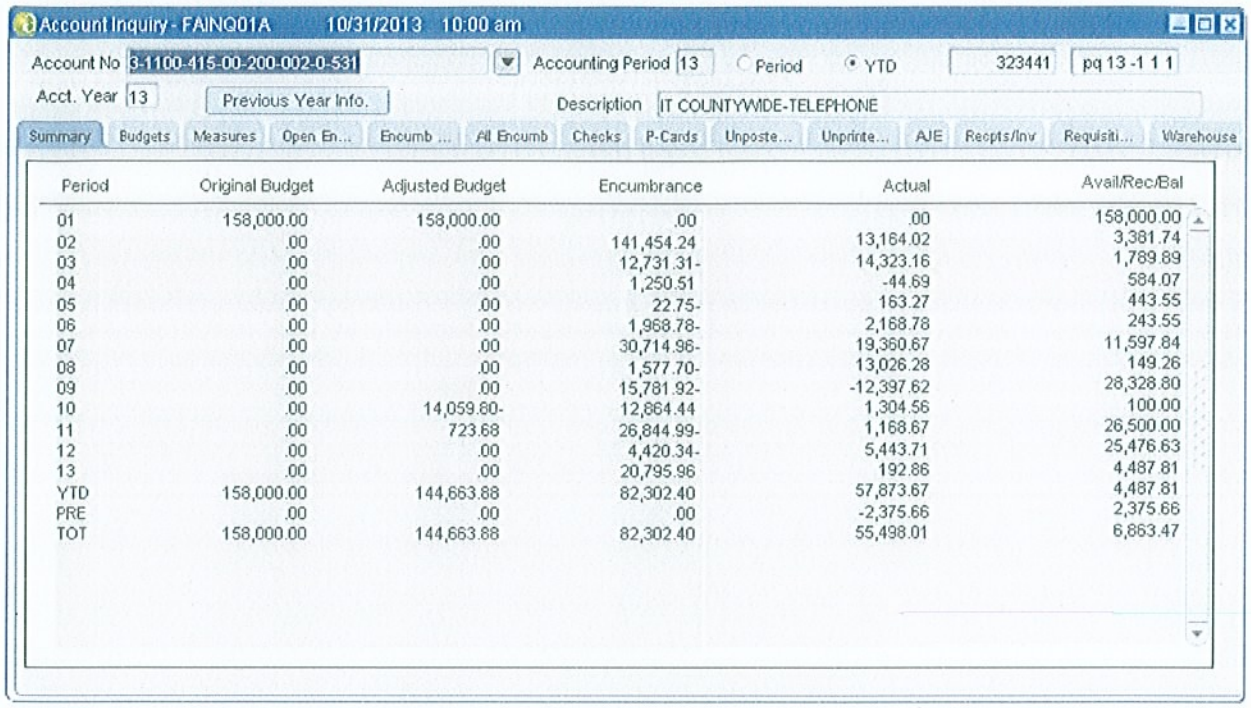
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Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	158,000.00	158,000.00	.00	.00	158,000.00
02	.00	.00	141,454.24	13,164.02	3,381.74
03	.00	.00	12,731.31-	14,323.16	1,789.89
04	.00	.00	1,250.51	-44.69	584.07
05	.00	.00	22.75-	163.27	443.55
06	.00	.00	1,968.78-	2,168.78	243.55
07	.00	.00	30,714.96-	19,360.67	11,597.84
08	.00	.00	1,577.70-	13,026.28	149.26
09	.00	.00	15,781.92-	-12,397.62	28,328.80
10	.00	14,059.60-	12,864.44	1,304.56	100.00
11	.00	723.68	26,844.99-	1,168.67	26,500.00
12	.00	.00	4,420.34-	5,443.71	25,476.63
13	.00	.00	20,795.96	192.86	4,487.81
YTD	158,000.00	144,663.88	82,302.40	57,873.67	4,487.81
PRE	.00	.00	.00	-2,375.66	2,375.66
TOT	158,000.00	144,663.88	82,302.40	55,498.01	6,863.47

AI-42528 **Urban County 12. A.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted For: Rick Garza **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to amend the Proyecto Azteca Community-Based Development Organization (CBDO) contract, under the Neighborhood Stabilization Program (NSP3). The amendment will reallocate $80,000 to be utilized for an additional single-family housing unit.

BACKGROUND

The Urban County Program allocated $171,692 for administration costs for our NSP3 (2011) program and according to an administrative expenditure forecast, we anticipate an approximate balance of $80,000. The contract between the Urban County Program and the U.S. Department of Housing and Urban Development (HUD) regarding the NSP3 ends March 7, 2014. So in order to not lose these funds, we are requesting to increase the original Proyecto Azteca contract of $504,232 by $80,000, for a new grand total contract of $584,232.

Note: All Urban County Program lien & contract documents have been reviewed and approved by Atlas Hall & Rodriguez, LLC as of September 2013.

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/08/2014 11:53 AM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Mary Flores Started On: 01/07/2014 04:17 PM

Final Approval Date: 01/17/2014

Addendum
NSP3 – CBDO Agreement Increase
PROYECTO AZTECA

Right of Exercise

County and CBDO, hereby attach as an addendum to the NSP3 – CBDO Agreement (2011) as followed:

The Urban County Program (UCP) allocated $171,692 for administration costs for our NSP3 (2011) program and according to an administrative expenditure forecast, we anticipate an approximate balance of $80,000. The contract between Urban County Program and the U.S. Department of Housing and Urban Development (HUD) regarding the NSP3 ends March 7, 2014. As such, the UCP will be increasing the Proyecto Azteca NSP3 CBDO contract by $80,000.

Proyecto Azteca's Original Contract	$504,232
CBDO Agreement Increase	$80,000
Grand Total of New Agreement	$584,232

County does hereby commit to allow for this extension.

County:
HIDALGO COUNTY

_____
Name

URBAN COUNTY PROGRAM DIRECTOR
Title

_____
Date

CHDO:
PROYECTO AZTECA

_____
Name

DIRECTOR
Title

_____
Date

STATE OF TEXAS {
COUNTY OF HIDLAGO {

Diana R. Serna, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2012.

Notary – Signature

STATE OF TEXAS {
COUNTY OF HIDALGO {

Ann W. Cass, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2012.

Notary – Signature

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Regular Agenda Request Form

No. 2533

Date: February 9, 2011

Meeting Date Request: February 22, 2011

Deadline for Action: February 22, 2011

Contact Person: Diana R. Serna, Director

Department: HOME Program

Phone: (956) 787-8127 Fax:(956) 787-5291

Diana R. Serna, Director: DRS

Caption:
Approval of a Resolution authorizing approval and submittal of the substantial amendment to the 2010 Hidalgo County Urban County Program One-Year Action Plan to include Round 3 of the Neighborhood Stabilization Program (NSP3) funding for fiscal year 2010 to the US Department of Housing and Urban Development (HUD) and authorize the County Judge as the Chief Executive Officer to act in all matters in connection with this grant.

Background:
The Urban County Program is requesting authorization to submit the NSP3 substantial amendment plan for Year 2010 to HUD. The action plan budget amendment is as follows:

Planning and General Administration	$ 171,692	
Purchase/Rehabilitation/Re-sell	$ 429,232	(25% for below 50% AMI)
Purchase/Rehabilitation/Re-sell	$1,116,000	(below 120% AMI)
Total	$1,716,924	

APPROVED Co. Comm. Ct.
DATE 2-22-11 DRS

COMPLIANCE DIVISION MANAGER:

FINANCE

Please Initial for Approval:

Legal Council _____ **Budget** _____ **Human Resources**

Dept. / Fund No: _____ Amt. Expended: $ _____ Funds /Staffing Budgeted : Yes ___ No
Amount Code: _____ Impact on Future Budget: Yes _____ No
Comments:

Action Taken by Commissioners' Court:
Approved _____ Tabled _____ Denied _____ Motion Made by _____ Seconded _____ Vote_____

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. 26785

Date: May 17, 2011

Meeting Date Request: May 31, 2011

Deadline for Action: May 31, 2011

Contact Person: Diana R. Serna, Director

Department: Urban County Program

Phone: (956) 787-8127 Fax:(956) 787-5291

Diana R. Serna, Urban County Director

Caption:

A. Requesting approval to re-certify the Affordable Homes of South Texas, Inc. (AHSTI), and Proyecto Azteca as Community-Based Development Organizations (CBDO's) within the County of Hidalgo.

B. Requesting approval to execute the CBDO Contracts under round three of the Neighborhood Stabilization Program (NSP3) for Affordable Homes of South Texas, Inc. (AHSTI) and Proyecto Azteca.

Background:

On October 19, 2010, the U.S. Department of Housing and Urban Development (HUD) announced the release of a third round of funding made available through the Neighborhood Stabilization Program (NSP3). Hidalgo County – Urban County Program solicited comments from the public regarding the proposed activities for the use of the allocated amount of $1,716,924 under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. The public comment period began on February 4th and ended on February 21st, 2011. No comments were received.

As allowed under CDBG regulation 570.204 the UCP, a designated HUD Grantee, has selected to fund two local non-profit organizations for the purpose of undertaking redevelopment activities within Hidalgo County as follows:

Affordable Homes of South Texas, Inc. (AHSTI) - $1,041,000- to provide homeownership opportunities for fourteen (14) families between 51-120% AMI within the County of Hidalgo.

Proyecto Azteca - $504,232 - to provide homeownership opportunities for seven (7) families below 50% AMI and one (1) family below 120% AMI within the County of Hidalgo.

HOME MANAGER:
FINANCE MANAGER: FM

Please Initial for Approval:
Legal Council _____ Budget _____ Human Resources
Dept. / Fund No: _____ Amt. Expended: $ _____ Funds /Staffing Budgeted : Yes ___ No ___
Account Code: _____ Impact on Future Budget: Yes _____ No _____
Comments:

APPROVED
DATE 5-31-11

Action Taken by Commissioners' Court:
Approved _____ Tabled _____ Denied _____ Motion Made by _____ Seconded _____ Vote _____

RESOLUTION

WHEREAS, the County of Hidalgo Urban County Program has received formal notification of its FY 2010 Allocation for round three of the Neighborhood Stabilization Program (NSP3) from the US Department of Housing and Urban Development (HUD), and

WHEREAS, the FY 2010 allocation for Hidalgo County has been amended to include:

Planning and General Administration	$ 171,692	
Purchase/Rehabilitation/Re-sell	$ 429,232	(25% for below 50% AMI)
Purchase/Rehabilitation/Re-sell	$1,116,000	(below 120% AMI)
Total	$1,716,924	

AND WHEREAS, the County of Hidalgo Urban County Program finds it in the best interest of the County to apply for this funding;

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS that the Hidalgo Urban County Program hereby submit its substantial amendment to the FY 2010 One Year Action Plan to the US Department of Housing and Urban Development, and

BE IT FURTHER RESOLVED that the Commissioners' Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in round three of the Neighborhood Stabilization Program (NSP3).

PASSED AND APPROVED THIS 22nd DAY OF FEBRUARY 2011

COUNTY JUDGE

APPROVED BY
COMMISSIONERS' COURT
ATTEST: 2/22/11

COUNTY CLERK

CBDO AGREEMENT

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF HIDALGO §

SECTION 1. PARTIES TO AGREEMENT

This agreement is made and entered into by and between the County of Hidalgo – Urban County Program (UCP) and Proyecto Azteca, a nonprofit corporation organized under the laws of the State of Texas, hereinafter referred to as a Community-Based Development Organization, (CBDO). The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. AGREEMENT PERIOD

This agreement shall commence on the date of execution by the CBDO and the UCP and shall terminate on March 31, 2029, unless otherwise specifically provided by the terms of this agreement.

SECTION 3. GRANT

UCP agrees to grant CBDO $504,232 utilizing Neighborhood Stabilization Program (NSP3) funds, subject to the conditions of this agreement.

SECTION 4. CBDO PERFORMANCE

A. Providing homeownership opportunities for seven (7) qualified families with a total yearly income at or below 50% of the AMI and one (1) qualified family with a total yearly income at or below 120% AMI for a grand total of eight (8) units.

B. CBDO shall undertake the following activities dependant upon individual property needs:

1. Redevelopment of Vacant Properties
2. Establish Financing Mechanisms for the purchase and redevelopment of residential properties

C. CBDO shall perform annual principal residency verifications on all properties that are within their affordability periods.

D. CBDO shall provide a minimum of eight (8) hours of pre-purchase counseling for qualified homebuyers.

E. CBDO shall comply with the definition of the new income group noted under §2301(f)(3)(A)(i) and (ii) of the Housing and Economic Recovery Act as "low-, moderate- and middle-income" (LMMI) not to exceed 50% of the area median income (AMI).

Approved as to form by Steve Crain,
Atlas Hall & Rodriguez: September 2013

G. The project shall be administered in accordance with Exhibit A, Title III – Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes in the "Housing and Economic Recovery Act of 2008" (Pub. L. 110-289, approved July 20, 2008)(HERA), as amended by the June 19, 2009 "Bridge" Notice (74 FR 29223), Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203, approved July 21, 2010)(Dodd-Frank Act) and the Community Development Block Grant (CDBG) program (authorized under Housing Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) (HCD Act).

CBDO represents and warrants that it is a "Community-Based Development Organization" as described in 24 CFR 570.204 and agrees that it shall comply with all applicable government requirements.

CBDO agrees to acknowledge the sponsorship of the UCP at any event promoting the project or any other project sponsor.

CBDO shall perform all activities in accordance with the CDBG National Objective as listed under 24 CFR 570.208.3; Performance Statement ("Exhibit A"); Budget, (" Exhibit B"); Applicable Laws and Regulations, ("Exhibit C"); Certifications, ("Exhibit D"); assurances, certifications, and all other terms, provisions, and requirements set forth in this agreement.

SECTION 5. UCP OBLIGATIONS

A. Identification of properties will be performed by the UCP, in conjunction with the approved applicant.

B. The UCP will be responsible for procuring and requesting inspections and appraisals as each property is identified. An inspection and appraisal will reveal the site specific needs as it relates to the applicable housing standards thus allowing us to determine which of the activities will be performed.

C. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 4 of this agreement, UCP shall make payment under the grant for the actual and reasonable costs incurred by CBDO during the agreement period for performance rendered under this agreement by CBDO, subject to the limitations set forth in this Section 5.

1. It is expressly understood and agreed by the parties hereto that UCP's obligations under this Section 5 are contingent upon the actual receipt of adequate federal funds to meet UCP's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, UCP shall notify CBDO in writing within a reasonable time after such fact is determined, UCP shall then terminate this agreement and will not be liable for failure to make payments to CBDO under this agreement.

2. UCP shall be liable to grant CBDO money for only those costs incurred by CBDO which are allowed as defined in 24 CFR 570.205, 570.206, costs related to activities within Section 2301(c)(3), of HERA and Section 6 of this agreement.

3. UCP shall not be liable to grant CBDO money for those costs incurred by CBDO which are disallowed costs as listed under Section 2303 and 2304 of HERA. Nor shall the UCP be liable to grant CBDO money for any costs incurred by CBDO, or any portion thereof, which has been paid to CBDO or is subject to payment to CBDO, or has been reimbursed to CBDO or is subject to reimbursement to CBDO by any source other than UCP.

4. UCP shall not be liable to grant CBDO money for any costs incurred by CBDO or for any performances rendered by CBDO which are not strictly in accordance with the terms of this agreement, including terms of Exhibit A, B, C, and D of this agreement.

5. UCP shall not be liable to grant CBDO money for any costs incurred or performances rendered by CBDO before commencement of this agreement or after termination of this agreement.

B. Limit of Liability

Notwithstanding any other provision of this agreement, the total of all payments and other obligations incurred by UCP under this agreement shall not exceed the sum of $504,232.

SECTION 6. DISBURSEMENT OF FUNDS

A. UCP will provide funds under this agreement in accordance with the requirements of 24 CFR 570.205, 570.206 and costs related to activities within Section 2301(c)(3) of HERA. CBDO may not request disbursement of funds under this agreement until funds are needed for payment of eligible costs and in accordance with the UCP payment disbursement procedures. All work related to a request for disbursement will be inspected prior to disbursement of funds. Funds will be disbursed within thirty (30) days provided all required supporting documentation has been submitted.

B. It is expressly understood and agreed by the parties hereto that payments under this agreement are contingent upon CBDO's full and satisfactory performance of its obligations under this agreement. UCP reserves the right to recapture unexpended funds provided under this agreement in the event UCP determines that CBDO will be unable to expend funds within the prescribed time as determined by UCP.

C. UCP shall not be liable to CBDO for any costs incurred or performance rendered by CBDO before commencement or after termination of this agreement.

SECTION 7. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND PROGRAM INCOME

A. CBDO must comply with applicable regulations under OMB Circular No. A-122 and 24 CFR Part 84.

B. CBDO shall maintain records of the receipt, accrual, and disposition of all CBDO Proceeds funds in the same manner as required for in Section 7.A above for all funds under this agreement. Prior to disposition of it's CBDO proceeds, the CBDO shall request, in writing, approval from UCP Director indicating proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.). CBDO shall provide reports of CBDO proceeds on a monthly basis.

C. All CBDO proceeds shall be retained by the CBDO however must be re-invested by CBDO and applied towards NSP housing initiatives, as listed under section 4.B of this agreement, for low and moderate income individuals and families.

SECTION 8. RETENTION AND ACCESSIBILITY OF RECORDS

A. CBDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by UCP.

B. CBDO shall give the UCP, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CBDO pertaining to this agreement. Such right to access shall continue as long as the records are retained by CBDO. CBDO agrees to maintain such records in an accessible location.

C. All records pertinent to this agreement shall be retained by CBDO for five years following affordability period the date of termination of this agreement or of submission of the final closeout reports, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years

3. Records covering displacement and acquisitions must be retained for at least five years after the date by which all person displaced from the property and all person whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

D. CBDO shall include the substance of this Section 8 in all subcontracts.

E. CBDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 522.

SECTION 9. REPORTING REQUIREMENTS

A. CBDO shall submit to UCP such reports on the operation and performance of this agreement as may be required by UCP including but not limited to the reports specified in this Section 9. In addition, CBDO shall provide UCP with all reports necessary for UCP compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports requested by the UCP.

B. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if CBDO fails to submit to UCP in a timely and satisfactory manner any report required by this agreement, UCP may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CBDO hereunder. If UCP withholds such payments, it shall notify CBDO in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by UCP until such time as the delinquent obligations for which funds are withheld are fulfilled by CBDO.

C. Acknowledgment of Funding Source. CBDO shall give credit to the UCP as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

SECTION 10. MONITORING

The UCP reserves the right to carry out field inspections to ensure compliance with the requirements of this agreement. After each monitoring visit, UCP shall provide CBDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CBDO's performances under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CBDO. Failure by CBDO to take action specified in the monitoring report may be cause for suspension or termination of this agreement, as provided in Section 18 and Section 19 of this agreement.

SECTION 11. INDEPENDENT CBDO

A. It is expressly understood and agreed by the parties hereto that UCP is contracting with CBDO as an independent CBDO, and that CBDO, as such, agrees to hold UCP harmless and to indemnify UCP from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by CBDO under this agreement.

B. CBDO agrees that it will indemnify the County of Hidalgo and the UCP ("Indemnities") and hold County of Hidalgo and UCP harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against County of Hidalgo and UCP on account of injury or damage to person or property to the extent any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence or misconduct on the part of CBDO or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees entering upon the Housing being improved pursuant to this Agreement or when any such injury or damage is the result, proximate or remote, of the violation by CBDO, or any of its agents, servants, employees, contractors, patrons, guests,

licensees, or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the acquisition, rehabilitation, modification, or construction at the Housing herein or out of the use or occupancy of the Housing or the Housing themselves by CBDO, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees, including without limitation, any damages or costs which may occur as a result of the design of the rehabilitation, modification, or construction of the Housing, the bidding process, actual rehabilitation, modification, or construction of the Housing, administration of the construction contracts by the County of Hidalgo and UCP or its designee, failure of the Housing prior to completion and acceptance of rehabilitation, modification, or construction of the Housing to work as designed, failure of the Contractor or manufacturer to honor its warranties, failure of CBDO to maintain the Housing, or the Housing themselves.

These terms of indemnification shall be effective upon the date of execution of this agreement and whether such injury or damage may result from the sole negligence, contributory negligence, or concurrent negligence of Indemnities; but not if such damage or injury may result from gross negligence or willful misconduct of Indemnities.

CBDO covenants and agrees that, in case the County of Hidalgo and/or UCP shall be made a party to any litigation against CBDO or in any litigation commenced by any party relating to this Agreement and the construction of the Housing contemplated hereunder, CBDO shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs incurred by or imposed upon the County of Hidalgo or UCP by virtue of any such litigation.

CBDO, for and in consideration of UCP participation in this agreement, hereby agrees and covenants that CBDO will never institute any suit or action at law against the County of Hidalgo, UCP, their officers, agents, servants, or employees, (hereinafter referred to as RELEASEES), related to the performance by any party under this Agreement, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, expenses or compensation for, related to the performance by any party under this Agreement, whether or not caused by the negligence of Releases.

SECTION 12. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, CBDO may not subcontract for performances described in this agreement without obtaining UCP's prior written approval. CBDO shall only subcontract for performances described in this agreement to which the federal labor standards requirements apply after CBDO has submitted a Subcontractor Eligibility form, as specified by UCP, for each such proposed subcontract, and CBDO has obtained UCP's prior written approval, based on the information submitted, of CBDO's intent to enter into such proposed subcontract. CBDO, in subcontracting for any performances described in this agreement, expressly understands that in entering into such subcontracts, UCP is not in any manner liable to CBDO's subcontractor(s).

B. In no event shall any provision of this Section 12, specifically the requirement that CBDO obtain UCP's prior written approval of a subcontractor's eligibility, be construed as relieving CBDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this agreement, as if such performances rendered were rendered by CBDO. UCP's approval of subcontractor's

eligibility under this Section 12 does not constitute adoption, ratification or acceptance of CBDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section 12 does not waive any right of action which may exist or which may subsequently accrue to UCP under this agreement. UCP retains at all times the right to insist upon CBDO's full compliance with the terms of this agreement.

C. CBDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this agreement.

D. CBDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the term of this agreement.

SECTION 13. CONFLICT OF INTEREST

UCP shall ensure that no person who (1) is an employee, agent, consultant, officer or elected or appointed official of UCP that receives funds and who exercise or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this agreement or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a NSP assisted activity, or have an interest in any agreement, subcontract, or contract (or the proceeds thereof) with respect to a NSP assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. CBDO shall ensure compliance with applicable provisions under 24 CFR 92.356 and OMB Circular A-110 in the procurement of property and services.

SECTION 14. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. Equal Opportunity. CBDO shall ensure that no person shall on the grounds of race, color, religion, sex, age, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this agreement. In addition, funds provided under this agreement must be made available in accordance with the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) such that:

1. To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with NSP funds provided under this agreement be given to low-income persons residing within the general local government area or metropolitan area or non-metropolitan county in which the project is located; and

2. To the greatest extent feasible, agreements for work to be performed in connection with any such project be awarded to business concerns, including. But not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or nonmetropolitan county as the project.

SECTION 15. LEGAL AUTHORITY

A. CBDO assures and guarantees that CBDO possesses the legal authority to enter into this agreement, receive funds authorized by this agreement, and to perform the services CBDO has obligated itself to perform hereunder.

B. The person or persons signing and executing this agreement on behalf of CBDO, or representing themselves as signing and executing this agreement on behalf of CBDO, do hereby warrant and guarantee that he, she or they have been duly authorized by CBDO to execute this agreement on behalf of CBDO and to validly and legally bind CBDO to all terms, performances, and provisions herein set forth.

C. CBDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by the U.S. Department of Housing and Urban Development. In addition, UCP shall have the right to suspend or terminate this agreement if CBDO is debarred, suspended, proposed for debarment, or ineligible from participating in the NSP Program.

SECTION 16. LITIGATION AND CLAIMS

CBDO shall give UCP immediate notice in writing of:

1) Any action, including any proceeding before an administrative agency filed against CBDO in connection with this agreement; and
2) Any claim against CBDO, the cost and expense of which CBDO may be entitled to be reimbursed by UCP. Except as otherwise directed by UCP, CBDO shall furnish immediately to UCP copies of all pertinent papers received by CBDO with respect to such action or Claim.

SECTION 17. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this agreement, any alterations, additions, or deletions to the terms of this agreement shall be by amendment hereto in writing and executed by both parties to this agreement.

B. It is understood and agreed by the parties hereto that any undertakings must be rendered in accordance with Section 4 of this agreement , the regulations promulgated under such Act, the assurances and certifications made to UCP by CBDO, and the assurances and certifications made to the United States Department of Housing and Urban Development by UCP with regard to the operation of the NSP Program. Based on these considerations, and in order to ensure the legal and effective performance of this agreement by both parties, it is agreed by the parties hereto that the performances under this agreement are amended by the provisions of the NSP Program, and any amendments thereto and may further be amended in the following manner: The Department of Housing and Urban Development may from time to time during the period of performance of this agreement issue policy directives which serve to establish, interpret, or clarify performance requirements under this agreement. Such policy directives promulgated in the form of NSP Issuances, shall have the effect of modifying the terms of this agreement and shall be binding upon CBDO, as if written herein, provided however that said policy directives and any amendments shall not alter the terms of

this agreement so as to release UCP of any obligation specified in Section 5 of this agreement to reimburse costs incurred by CBDO prior to the effective date of said amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this agreement which are required by changes in Federal law or regulations are automatically incorporated into this agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. The UCP or CBDO may require written changes or amendments to this Agreement when any substantial alterations, additions, or deletions to the terms of this agreement are required by changes in Federal law or regulations.

D. CBDO has provided an estimated Budget and Project Implementation Schedule based upon the proposed construction listed above, which budget and schedule will be attached hereto and made a part hereof for all purposes as Exhibit B.

SECTION 18. SUSPENSION

In the event CBDO fails to comply with any term of this agreement, UCP may, in accordance with 24 CFR 85.43 and upon written notification to CBDO, suspend this agreement in whole or in part and withhold further payments to CBDO, and prohibit CBDO from incurring additional obligations of funds under this agreement.

SECTION 19. TERMINATION

The UCP may terminate this Agreement, in whole or in part, in accordance with 24 CFR 85.43 and this Section 19. UCP may terminate this agreement for convenience in accordance with 24 CFR 85.44. In the event CBDO materially fails as determined by UCP to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, UCP may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the CBDO or take more severe enforcement action against CBDO.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the CBDO program.
4. Withhold further NSP award from CBDO.
5. Take other remedies that may be legally available.

Additionally, this agreement may be cancelled upon thirty-day notice of cancellation upon mutual agreement of the parties.

SECTION 20. AUDIT

A. Unless otherwise directed by UCP, CBDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this agreement, subject of the following conditions and limitations:

1. CBDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the UCP CBDO Policy for any

of its fiscal years included within the agreement period specified in Section 2 of this agreement in which CBDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

2. At the option of CBDO, each audit required by this section may cover either CBDO's entire operations or each department, agency, or establishment of CBDO which received, expended or otherwise administered federal funds.

3. CBDO may utilize funds budgeted under this agreement, only if indicated under Exhibit B, to pay for that portion of the cost of such audit services properly allocable to the activities funded by UCP under this agreement, provided however that UCP shall not make payment for the cost of such audit services until UCP has received such audit report from CBDO.

4. Unless otherwise specifically authorized by UCP in writing, CBDO shall submit the report of such audit to UCP within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the period of this agreement. Audits performed under Subsection A of this Section 20 are subject to review and resolution by UCP or its authorized representative.

5. As part of its audit, CBDO shall verify expenditures according to the Budget attached as Exhibit B.

B. Notwithstanding Subsection A of this Section 20, UCP reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this agreement. CBDO agrees to permit UCP or its authorized representative to audit CBDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. Should an audit not be required by Subsection A of this Section 20, CBDO shall provide an annual audit to UCP of funds received in performance of this Agreement.

C. CBDO understands and agrees that it shall be liable to UCP for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this agreement. CBDO further understands and agrees that reimbursement to UCP of such disallowed costs shall be paid by CBDO from funds which were not provided or otherwise made available to CBDO under this agreement.

D. CBDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section 20 as UCP may require of CBDO.

D. All approved NSP audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION 21. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. CBDO understands and agrees that by the execution of this agreement UCP shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CBDO has staff experience and/or means to perform the environmental review, CBDO may request in writing, from UCP, approval to perform them.

SECTION 22. LABOR STANDARDS

All laborers and mechanics employed in the rehabilitation of a project assisted under this agreement that contains 12 or more dwelling units shall be paid wages at rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5), and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333). Construction contractors and subcontractors, must comply with regulations issued under these Acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

SECTION 23. SPECIAL CONDITIONS

A. Release of Funds. UCP shall not release any funds for any costs incurred by CBDO under this agreement until UCP has received certification from CBDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this agreement.

B. Affordability. Funds provided under this agreement must meet the affordability requirements of the HOME rules for a period of 5 through 15 years (based on the direct NSP subsidy). CBDO agrees to repay all NSP funds governed by this Agreement if the project fails to comply or ceases to comply with the affordability requirements as set forth herein. The affordability requirements must continue to be met throughout the term of the agreement and shall be binding upon the successors, assigns, and transfers of the CBDO as required 24 CFR 92.254. Also, in compliance with 24 CFR 92.254, CBDO shall perform principal residency verifications annually on all properties that are within their affordability periods.

C. The UCP has adopted a Recapture Policy that serves to address the continued affordability of housing units acquired with NSP funds. Under the CBDO Program, the homeowner must occupy the NSP assisted unit as their principal residence for a period of five (5) through fifteen (15) consecutive years. The UCP will recoup all or a portion of the assistance provided to the homeowner if the homes does not continue to be the principal residence, if the property is sold, if the property is foreclosed upon, or if the client otherwise fails to adhere to program requirements within the affordability time frame. The recapture of NSP funds will be on a pro-rata basis according to the following formula if the "Direct NSP subsidy" assistance if less than $15,000:

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 80% of the assistance provided
- 3rd Year – Repayment of 60% of the assistance provided
- 4th Year – Repayment of 40% of the assistance provided

- 5th Year – Repayment of 20% of the assistance provided

In those projects where the "Direct NSP subsidy" is $15,000 up to $40,000, the UCP will enforce a 10-year affordability with a prorating schedule spread over ten years.

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 90% of the assistance provided
- 3rd Year – Repayment of 80% of the assistance provided
- 4th Year – Repayment of 70% of the assistance provided
- 5th Year – Repayment of 60% of the assistance provided
- 6th Year – Repayment of 50% of the assistance provided
- 7th Year – Repayment of 40% of the assistance provided
- 8th Year – Repayment of 30% of the assistance provided
- 9th Year – Repayment of 20% of the assistance provided
- 10th Year – Repayment of 10% of the assistance provided

In those projects where the "Direct NSP subsidy" is over $40,000, the UCP will enforce a 15-year affordability with a prorating schedule spread over fifteen years.

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 93.38% of the assistance provided
- 3rd Year – Repayment of 86.71% of the assistance provided
- 4th Year – Repayment of 80.04% of the assistance provided
- 5th Year – Repayment of 73.37% of the assistance provided
- 6th Year – Repayment of 66.70% of the assistance provided
- 7th Year – Repayment of 60.03% of the assistance provided
- 8th Year – Repayment of 53.36% of the assistance provided
- 9th Year – Repayment of 46.69% of the assistance provided
- 10th Year – Repayment of 40.02% of the assistance provided
- 11th Year – Repayment of 33.35% of the assistance provided
- 12th Year – Repayment of 26.68% of the assistance provided
- 13th Year – Repayment of 20.01% of the assistance provided
- 14th Year – Repayment of 13.34% of the assistance provided
- 15th Year – Repayment of 6.62% of the assistance provided

If net proceeds from the sale or foreclosure are not sufficient to repay the UCP, in accordance with the appropriate schedule above, the UCP will accept the amount of the net sales proceeds as the amount to be recaptured and thereby satisfy all programmatic requirements – as allowed by 24 CFR 92.254(a)(5)(ii)(A).

D. Housing Quality Standards. CBDO shall ensure that all Housing assisted with funds provided under this agreement shall meet the requirements of 24 CFR 92.251.

E. Affirmative Marketing. CBDO shall adopt and submit for UCP's approval affirmative marketing procedures and requirements, not later than 30 days after the date this agreement is executed. The affirmative marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. UCP will assess the efforts of the CBDO's during marketing of the units by use of compliance certification or personal monitoring visit to the project at least annually. Where a CBDO fails to follow the affirmative marketing

requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the UCP may deem necessary. CBDO must provide UCP with an annual assessment of the affirmative marketing program of the development. The assessment must include:

1. Method used to inform the public and potential homebuyers about federal fair housing laws and affirmative marketing policy. CBDO's advertising vacant units must include the equal housing opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window. CBDO may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

2. Records describing actions taken by the CBDO to affirmatively market units and records to assess the results of these actions. CBDO must maintain a file containing all marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters) to be available for inspection at least annually by UCP.

3. CBDO shall solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the rehabilitated building is located shall be considered those least likely to apply.

4. CBDO shall maintain a listing of all homebuyers residing in each unit through the end of the compliance period. Compliance period is as stated in 24 CFR 92.508(4) and (7)(c)(2), "records must be retained for five years after the project completion date, except for documents imposing recapture restrictions which must be retained for five years after the affordability period terminates."

F. Reversion of Assets. Upon termination of this Agreement, all funds remaining on hand on the date of termination, and all accounts receivable attributes to the use of funds received under this agreement shall revert to UCP. CBDO shall return these assets to UCP within seven (7) business days after the date of termination.

G. Enforcement of Agreement. CBDO shall provide UCP with a legally enforceable agreement to enforce the affordability requirements of Subsection B of this Section 23. CBDO shall record said agreement in the real property records of the county where the project is located and return the original document, duly certified as to recordation by the appropriate county official, to the UCP within two business days of closing.

H. Flood Insurance. Funds provided under this agreement may not be used in connection with acquisition or rehabilitation of a development located in an area identified by the Federal Emergency Agency (FEMA) as having special flood hazards, unless the locality in which the site is located is participating in the National Flood Insurance Program.

I. Displacement, Relocation, and Acquisition. CBDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this agreement. CBDO must comply with the applicable provisions of 24 CFR 92.353.

SECTION 24. INSURANCE

A. Insurance. CBDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirement in Exhibit E. A certificate to that effect will be provided to the County of Hidalgo/UCP at least ten (10) days prior to start of construction.

B. Notice to the UCP. CBDO shall require its insurance policies to provide that the HOME Manager of the UCP shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section 24. The insurer shall be subject to approval by the UCP.

C. Failure to maintain required insurance will be cause for the UCP to take control of the Housing UNITS and will cancel any claim that CBDO may have to the use of the Housing UNITS. CBDO shall provide UCP with certificates of insurance reflecting all coverage required in Exhibit E , and shall, upon request of UCP, promptly provide UCP with copies of the insurance policies.

D. Right to Re-evaluate and Adjust Limits. The UCP shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall not be adjusted more than once a year.

SECTION 25. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this agreement.

B. The attachments enumerated and denominated below are hereby made a part of this agreement, and constitute promised performances by CBDO in accordance with Section 4 of this agreement;

1. Exhibit A, Performance Statement
2. Exhibit B, Budget and Project Implementation Schedule
3. Exhibit C, Applicable Laws and Regulations
4. Exhibit D, Certifications
3. Exhibit E, Insurance Requirements
4. Exhibit F, Affidavit of Standards for Financial Management Systems
5. Exhibit G, Code of Conduct
6. Exhibit H, Conflict of Interest
7. Exhibit I, Excluded Parties List Systems (EPLS) Verification

SECTION 26. JURISDICTION AND VENUE

The laws of the State of Texas shall apply to any dispute arising under this Agreement. For purposes of litigation pursuant to this agreement, venue shall lie in the County of Hidalgo, Texas where this Agreement was entered into and shall be performed.

SECTION 27. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

CBDO shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of CBDO under this agreement. Upon request by UCP, CBDO shall furnish satisfactory proof of its compliance herewith.

SECTION 28. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

A. **Requesting Price Adjustment:** Upon written request of the CBDO to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A CBDO must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the CBDO of the price changes.
- The CBDO must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the CBDO or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

B. **Price Reduction:** CBDO shall notify the County at the time when the CBDO's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the CBDO to notify the County of a decrease in costs for items and/or supplies for which the CBDO was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the CBDO the difference between the contract price and the price adjustment.

C. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a CBDO notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the CBDO is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the CBDO at any time upon written notice from the County to the CBDO demonstrating justification for such reduction, elimination or extension of the price adjustment.

D. **Allowable Review Periods:** Price adjustment reviews may only be requested by the CBDO on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

E. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

SECTION 29. REMEDIES

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 28 or in any other provision of this agreement shall not preclude the exercise of any other right or remedy under this agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

Executed this 1st day of June, 2011

ATTEST:
Hidalgo County, Urban County Program

UCP Director

Proyecto Azteca

CBDO Director

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on June 1st 2011 by Ann Williams Cass as Director of Proyecto Azteca, a Texas nonprofit corporation, on behalf of said corporation.

(seal) IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

NOTARY PUBLIC, State of Texas
NAME: Irene Montoya
My Commission Expires: June 22, 2013

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on June 1st 2011 by Diana R. Serna as Director of the Hidalgo County Urban County Program .

(seal)

NOTARY PUBLIC, State of Texas
NAME: Irene Montoya
My Commission Expires: June 22, 2013

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

EXHIBIT A

PERFORMANCE STATEMENT

A. Providing homeownership opportunities for seven (7) qualified families with a total yearly income at or below 50% of the AMI and one (1) qualified family with a total yearly income at or below 120% AMI for a grand total of eight (8) units.

B. CBDO shall undertake the following activities dependant upon individual property needs:

1. Redevelopment of Vacant Properties
2. Establish Financing Mechanisms for the purchase and redevelopment of residential properties

C. CBDO shall perform annual principal residency verifications on all properties that are within their affordability periods.

D. CBDO shall provide a minimum of eight (8) hours of pre-purchase counseling for qualified homebuyers.

E. CBDO shall comply with the definition of the new income group noted under §2301(f)(3)(A)(i) and (ii) of the Housing and Economic Recovery Act as "low-, moderate- and middle-income" (LMMI) not to exceed 50% of the area median income (AMI).

F. The project shall be administered in accordance with Exhibit A, Title III – Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes in the "Housing and Economic Recovery Act of 2008" (Pub. L. 110-289, approved July 20, 2008)(HERA), as amended by the June 19, 2009 "Bridge" Notice (74 FR 29223), Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203, approved July 21, 2010)(Dodd-Frank Act) and the Community Development Block Grant (CDBG) program (authorized under Housing Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) (HCD Act).

EXHIBIT B

BUDGET

UCP agrees to grant CBDO $504,232 utilizing Neighborhood Stabilization Program (NSP3) funds, subject to the conditions of this agreement.

Source of Funding	Budget Amount
NSP3 (acquisition and redevelopment)	$504,232
HOME CHDO Funds ('09 and '10)	$ 569,446
RHED FUNDS ('09) VIA DEVELOPER/PARTNER	$300,000
SHOP Funds ('08 and '09) via developer/partner	$ 193,554
Revolving Private Funds – via developer/partner	$ 785,000
TOTAL	**$2,352,323**

EXHIBIT C

OTHER FEDERAL REQUIREMENTS

1. Compliance with Federal Laws and Regulations. CBDO agrees to comply with all federal laws and regulations applicable to NSP and to the services and work covered under this Agreement.

2. Applicable Federal Civil Rights Laws and Executive Orders. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD. In providing the services and work set forth in this Agreement, CBDO will carry out its work in a manner which will permit full compliance by UCP with the following, and CBDO shall strictly adhere to the following:

   a. Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded on the basis of race, color or national origin, from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

   b. Section 109 of the Housing and Community Development Acts of 1974 and 1977, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to said Acts.

   c. Title VIII of the Civil Rights Act of 1968, which mandates affirmative action toward furthering fair housing (in sale or rental of housing, financing of housing and provision of brokerage services) throughout the United States;

   d. Executive Order 11063, which provides for equal opportunity in housing and related facilities provided by federal financial assistance;

   e. Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction.

   f. Section 3 of the Housing and Urban Development Act of 1968, which provides for training, employment, and contracting Opportunities for business and lower income persons assurance of compliance.

      (1) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are

located in, or owned in substantial part by persons residing in, the area of the project.

(2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Community Development issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(3) CBDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) CBDO will include these Section 3 clauses in every contact and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that any CBDO or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any contract unless CBDO or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Rehabilitation Contract shall be a condition of the federal financial assistance provided to the project, binding upon CBDO, its successors, and assigns. Failure to fulfill these requirements shall subject CBDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135 which provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by, persons residing in the area of the Program.

g. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

The Age Discrimination Act of 1975, as amended (Pub.L. 94-135), and implementing regulations when published for effect.

i. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42.

j. The requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637.

k. The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A.

The provisions of 24 CFR, Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any CBDOs or subcontractors during any period of debarment, suspension or placement in ineligibility status.

m. The provisions of 24 CFR, Part 570, relating to compliance with applicable uniform administrative requirements in acceptance and use of funds, as described in Section 570.502 (this document is available at the UCP office).

The provisions of 24 CFR, Part 570, relating to compliance with: 1) OMB Circular A-110 which sets standards for uniform administrative requirements for grants to non-profit organizations; and 2) OMB Circular A-122, which provides a set of cost principles for determining costs of grants and other agreements with non-profit organizations.

3. Nondiscrimination Under Title VI of the Civil Rights Act of 1964. CBDO under this Agreement shall be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR, Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CBDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that CBDO and the United States are beneficiaries of and entitled to enforce such covenant. CBDO, in providing the services and work it is to provide pursuant to this Agreement, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Equal Employment Opportunity. In providing the work and services herein specified, CBDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CBDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CBDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the UCP setting forth the provisions of this nondiscrimination clause. CBDO shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

CBDO shall incorporate the foregoing requirements of this Paragraph 4 in all of its contracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

CBDO shall also maintain records containing:

a. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with NSP or other Federal funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No CBDO is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

b. Documentation of actions undertaken to meet the requirements of 8 570.607(b) which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

c. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with NSP or other Federal funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

5. Lead-Based Paint Hazards. Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by UCP or CBDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

6. Flood Disaster Protection. Notwithstanding any other provision of this Agreement, CBDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the monies to be paid to CBDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said monies for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

7. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from same.

8. Conflict of Interest. No officer, employee, or agent of CBDO who exercises any functions or responsibilities with respect to the NSP or to the services and work to be performed by CBDO pursuant to this Agreement, during such officer's employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CBDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section.

9. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

10. Copyrights. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

11. Patents. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to UCP and HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

12. Political Activity.

    a. Political Reform Act. CBDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at

Texas Government Code Section 87000, et seq.). CBDO will promptly advise UCP of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

b. Partisan Activity Prohibited. No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

Participants employed in the administration of UCP's programs funded by NSP or other Federal funding, and participants whose principle employment is in connection with an activity financed by NSP or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

c. Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

13. Guidelines on Church-Related Activities.

a. Construction or Rehabilitation of Facilities. NSP or other Federal funding recipients shall not use any funds to construct, rehabilitate, maintain, or restore religious structures (including those which may be historic properties) currently used for religious purposes. Block Grant funds shall not be used to construct, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations. Block Grant funds shall not be used to assist a religious organization in acquiring property. These prohibitions apply whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

14. Property Standards

In accordance with 24 CFR 92.251, housing that is newly constructed with NSP funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. The CBDO must assure that unit design specifications and necessary inspections of each unit is conducted to meet compliance requirements. File documentation must demonstrate compliance.

15. Environmental Requirements

Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Participating Jurisdiction of a release of funds from the U.S. Department of Housing and Urban Development under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the Participating Jurisdiction's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

END CONDITIONS OF FEDERAL FUNDING

EXHIBIT D

Certification Regarding Lobbying for Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal agreement, grant loan, or cooperative agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subagreements, subgrants, and agreement under grants, loans and cooperative agreements) and that CBDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Proyecto Azteca

Signed: Carol Ann Case

Director

6/1/11

Date

EXHIBIT E

INSURANCE REQUIREMENTS

1. CBDO Insurance. CBDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects UCP and any insurance or self-insurance maintained by UCP shall be excess of CBDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CBDO utilizes one or more subcontractors in the performance of this Agreement, CBDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CBDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CBDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CBDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CBDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CBDO is not a material part of performance of this Agreement and CBDO and UCP both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CBDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CBDO may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of

interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CBDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide UCP on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CBDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

HOME Coordinator
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

END INSURANCE REQUIREMENTS

EXHIBIT F

Hidalgo County Urban County Program
Community-Based Development Organization (CBDO)Certification

Affidavit of Standards for Financial Management Systems

Date: June 1st, 2011

Affiant: Ann Williams Cass

Recipient: Proyecto Azteca

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: Ann Williams Cass

Title: EXECUTIVE DIRECTOR

Subscribed and sworn before me on the 1st day of June, 2011,

by Ann W. Cass, on behalf of Proyecto Azteca.

Notary Signature

My commission expires: June 22, 2013

Seal:

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

EXHIBIT G

CODE OF CONDUCT

No employee, officer or agent of the ***County of Hidalgo-Urban County Program, subgrantee or subrecipient*** shall participate in selection or in the award or administration of a contract or conduct business with a vendor if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

A. ***the employee, officer or any agent***
B. ***any member of his immediate family***
C. ***his or her partner***
D. ***an organization which employs or is about to employ, any of the above,***

has a financial or other interest in the firm selected for award.

The *Urban County Program's , **subgrantee's or subrecipient's,** officers, employees or agents* shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements, or vendors or potential vendors. Depending on gravity, violation of this Code of Conduct could result in dismissal, probation or suspension of officers, employees or agents involved or termination of contractual agreements with subrecipients.

Non-disclosure Policy - No disclosure of verbal or written price quotations shall be made by any *Urban County Program* employee, subgrantee or subrecipient except where required by the Texas Public Information Act.. Violation of the nondisclosure policy shall be subject to disciplinary action as provided by the *County of Hidalgo* or termination of contractual agreements when a subrecipient/subgrantee employee is involved.

Personal Interest - No member of the *Hidalgo County Commissioners or any officer or employee of the Urban County Program, **subgrantee or subrecipient*** shall have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract or in the sale to the *Urban County Program, **subgrantee or subrecipient*** or to a contractor supplying the *Urban County Program, **subgrantee or subrecipient*** of any land or rights or interest in any land, material, supplies, or services, or in any matter in which he acts for the *Urban County Program.* Any willful violation of this section shall constitute malfeasance in office, and any officer or employee of the *Urban County Program, **subgrantee or subrecipient*** found guilty shall thereby forfeit his or her office. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the *Urban County Program, **subgrantee or subrecipient*** shall render the contract voidable by the *Urban County Director or the board of Commissioners.*

Ann Williams Cass
Employee, Officer, Agent

Date: 6/1/11

Acknowledgment

AI-42674 **Urban County 12. B.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted For: Lupita G Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of Hidalgo County Precinct No. 3, is requesting consideration and action to award and enter into a construction contract with Foremost Paving, Inc. for a Street Improvements project in the amount of $351,280.00, utilizing funds from the UCP Year 17, 21, 23 & 24, (2004, 2008, 2009, 2010 & 2011 Street Improvements line item).

BACKGROUND

The bid opening was held on December 19, 2013 and the lowest responsible bidder meeting all specifications and/or requirements was Foremost Paving, Inc. The project involves the construction of Mile 2 Bridge located within Precinct No. 3. Please see attached letter of recommendation by the project engineer, Precinct's recommendation letter and contractor's general liability insurance. Project engineering firm is Javier Hinojosa Engineering.

Contractor: FOREMOST PAVING, INC.

Contract Amount: $351,280.00

Available Funds:

$ 39,996.92	2004- STREET IMPROVEMENTS
$ 147,707.32	2008- STREET IMPROVEMENTS
$ 22,837.37	2009- STREET IMPROVEMENTS
$ 90,249.29	2010- STREET IMPROVEMENTS
$ 143,850.31	2011- STREET IMPROVEMENTS
$ 444,641.21	UCP- TOTAL AVAILABLE

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/14/2014 04:55 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Mary Flores Started On: 01/14/2014 04:11 PM

Final Approval Date: 01/17/2014

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

January 10, 2014

Diana Serna, Director
Urban County Program
C/o Lupita Garcia, Program Coordinator
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

RE: Mile 2 Bridge Improvements

Dear Ms. Serna,

Please accept this letter as Precinct #3 request to submit an agenda item to the next commissioner's court for authorization to award the contract for the above-mentioned project. After reviewing the five bids received, Foremost Paving, Inc. is the lowest bidder. Also, attached is the Engineer's recommendation letter.

Should you need additional information, please do not hesitate to contact my office at (956)585-4509.

Sincerely,

Joe M. Flores, Commissioner
Hidalgo County Precinct #3

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

December 19, 2013

Commissioner Joe M. Flores
Hidalgo County Precinct No. 3
724 N. Breyfogle
Mission, Texas 78572

Re: Hidalgo County Urban County Program, Hidalgo County Precinct No. 3
Mile 2 Bridge Improvements
Bid # 5012-93-0311-5000-9300-UCP-GVG

Dear Commissioner Flores,

Bids were received and opened for the subject project on December 19, 2013. A total of five bids were received with Foremost Paving, Inc., being the low bidder with a total base bid of $351,280.00. Attached is a copy of the bid tabulation for your review. This project involves construction of a bridge across the Hidalgo County Irrigation District No. 6 canal located between Abram Road and FM 492. Foremost Paving, Inc., is a reputable firm who have constructed numerous projects in the Hidalgo County area. We recommend award of the contract to Foremost Paving, Inc. in the amount of $351,280.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

Approved

cc: Ms. Lupita Garcia, Urban County Program, Program Coordinator II

C:\HE OFFICE DOCUMENTS-CLAUDIA\OFFICE DOCUMENTS\HE2013\LETTERS\BID RECOMMENDATIONLetter-Joe-M-12-19-13.doc

E-MAILED
12/30/13

Bid Tabulation
Hidalgo County - Urban County Program
Mile 2 Bridge Improvements Hidalgo County Precinct No. 3
Bid No. 5012-93-0311-5000-9300-UCP-GVG
Hidalgo County Precinct No. 3
Engineer: Javier Hinojosa Engineering
Bid Date: December 18, 2013 @ 9:30 a.m.

A. Mile 2 Bridge Improvements in Hidalgo County Precinct No. 3

				Foremost Paving, Inc.		REIM Construction, Inc.		Texas Cordia Const.		Clore Construction, Inc.		O.G. Const., Co., LLC	
1	6	STA	PREPARING ROW (ITEM 100)	$5,000.00	$30,000.00	$1,360.00	$8,160.00	$900.00	$5,400.00	$3,040.00	$18,240.00	$4,000.00	$24,000.00
2	500	CY	EXCAVATION (ROADWAY) (ITEM 110)	$3.95	$1,975.00	$9.50	$4,750.00	$8.00	$4,000.00	$23.00	$11,500.00	$5.00	$2,500.00
3	420	CY	EMBANKMENT (FINAL)(ORD COMP) (TY A) (ITEM 132)	$10.75	$4,515.00	$12.25	$5,145.00	$7.00	$2,940.00	$42.00	$17,640.00	$8.00	***$3,360.00***
4	340	CY	FL BS (12") (TY D GR 6 CL4) (ITEM 247)	$15.50	$5,270.00	$35.75	$12,155.00	$30.00	$10,200.00	$18.20	$6,188.00	$52.00	$17,680.00
5	1000	SY	2% LIME TREAT. FLEX BASE 12" (ITEM 260)	$11.25	$11,250.00	$5.25	$5,250.00	$7.00	$7,000.00	$18.50	$18,500.00	$5.00	$5,000.00
6	950	SY	2" HMAC (TYPE D) (ITEM 340)	$14.00	$13,300.00	$16.00	$15,200.00	$21.00	$19,950.00	$16.00	$15,200.00	$12.25	$11,637.50
7	32	CY	CEMENT STAB. BACKFILL (ITEM 400)	$75.00	$2,400.00	$69.00	$2,208.00	$154.00	$4,928.00	$107.00	$3,424.00	$75.00	$2,400.00
8	400	LF	PRESTR CONC PIL (16 IN SQ) (ITEM 409)	$120.00	$48,000.00	$146.00	$58,400.00	$190.00	$76,000.00	$150.00	$60,000.00	$280.00	$112,000.00
9	5	CY	CL C CONC (RAIL FOUNDATION) (ITEM 420)	$350.00	$1,750.00	$543.00	$2,715.00	$378.00	***$1,890.00***	$335.00	$1,675.00	$2,000.00	$10,000.00
10	19	CY	CL S CONC (SLAB) (ITEM 420)	$700.00	$13,300.00	$595.00	$11,305.00	$1,600.00	$30,400.00	$825.00	$15,675.00	$750.00	$14,250.00
11	4	CY	CLASS C CONC (TRAFFIC RAIL FOUNDATION) RDWY ITEM 420)	$350.00	$1,400.00	$542.00	$2,168.00	$510.00	$2,040.00	$390.00	$1,560.00	$1,200.00	$4,800.00
12	24	CY	CL C CONC (ABUT) (ITEM 420)	$950.00	$22,800.00	$880.00	$21,120.00	$330.00	$7,920.00	$1,550.00	$37,200.00	$1,850.00	$44,400.00
13	276	LF	SLAB BEAMS (4SB12) (ITEM 425)	$120.00	$33,120.00	$213.00	$58,788.00	$200.00	$55,200.00	$180.00	$49,680.00	$240.00	$66,240.00
14	40	CY	CONC RIP-RAP 4" (RR-9) RDWY (ITEM 432)	$450.00	$18,000.00	$374.00	$14,960.00	$240.00	$9,600.00	$330.00	$13,200.00	$370.00	$14,800.00
15	24	EA	LAMINATED BEARING SEATS (ITEM 434)	$10.00	$240.00	$154.00	$3,696.00	$170.00	$4,080.00	$263.00	$6,312.00	$500.00	$12,000.00
16	70	LF	RAIL (TY T221) W/SLOTS BRIDGE (ITEM 450)	$100.00	$7,000.00	$121.00	$8,470.00	$73.00	$5,110.00	$140.00	$9,800.00	$240.00	$16,800.00
17	28	LF	RAIL (TY T221 RDWY) (ITEM 450)	$100.00	$2,800.00	$112.00	$3,136.00	$86.00	$2,408.00	$140.00	$3,920.00	$240.00	$6,720.00
18	40	LF	18" RCP (ITEM 464)	$38.00	$1,520.00	$36.75	$1,470.00	$58.00	$2,320.00	$45.00	$1,800.00	$42.00	$1,680.00
19	2	EA	SET FOR 18" RCP (ITEM 467)	$800.00	$1,600.00	$961.00	$1,922.00	$570.00	$1,140.00	$1,020.00	$2,040.00	$775.00	$1,550.00
20	1	EA	REMV STRUCT (CONC)(EAST CANAL) (ITEM 496)	$5,000.00	$5,000.00	$4,050.00	$4,050.00	$3,100.00	$3,100.00	$24,000.00	$24,000.00	$3,000.50	$3,000.50
21	5	MO	BARRICADES, SIGNS AND TRAF HANDLE (ITEM 502)	$1,500.00	$7,500.00	$1,250.00	$6,250.00	$2,650.00	$13,250.00	$1,572.00	$7,860.00	$2,000.00	$10,000.00
22	60	SY	ASPHAL DRIVEWAY (ITEM 530)	$33.50	$2,010.00	$21.50	$1,290.00	$87.00	$5,220.00	$42.00	$2,520.00	$45.00	$2,700.00
23	200	LF	MBGF (TIM POST) (ITEM 540)	$25.00	$5,000.00	$24.00	$4,800.00	$39.00	***$7,800.00***	$22.00	$4,400.00	$39.00	$7,800.00
24	2	EA	MBGF TRANSITION (THRIE BEAM) (ITEM 540)	$2,200.00	$4,400.00	$1,870.00	$3,740.00	$2,300.00	$4,600.00	$1,125.00	$2,250.00	$800.00	$1,600.00
25	2	EA	GUARDRAIL END TREATMENT (ITEM 544)	$3,500.00	$7,000.00	$2,670.00	$5,340.00	$3,900.00	$7,800.00	$2,526.00	$5,052.00	$650.00	$1,300.00
26	11	EA	INS SM RD SN SUP & AM TY S80(1)SA(P) (ITEM 644)	$500.00	$5,500.00	$823.00	$9,053.00	$260.00	$2,860.00	$505.00	$5,555.00	$900.00	$9,900.00
27	2	EA	REMOVE SM RD SN SUP & AM (ITEM 644)	$150.00	$300.00	$84.50	$169.00	$145.00	$290.00	$91.00	$182.00	$300.00	$600.00
28	6	EA	DEL ASM TY C(SW) (CTB)(BI-RIR) (ITEM 658)	$125.00	$750.00	$30.75	$184.50	$37.00	$222.00	$27.00	$162.00	$400.00	$2,400.00
29	1	EA	OBJ MRK ASSM (OM-3R) (ITEM 658)	$150.00	$150.00	$162.00	$162.00	$221.00	$221.00	$97.00	$97.00	$150.00	$150.00
30	1	EA	OBJ MRK ASSM (OM-3L) (ITEM 658)	$150.00	$150.00	$162.00	$162.00	$221.00	$221.00	$108.00	$108.00	$150.00	$150.00

Bid Tabulation
Hidalgo County - Urban County Program
Mile 2 Bridge Improvements Hidalgo County Precinct No. 3
Bid No. 5012-93-0311-5000-9300-UCP-GVG
Hidalgo County Precinct No. 3
Engineer: Javier Hinojosa Engineering
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A. Mile 2 Bridge Improvements in Hidalgo County Precinct No. 3

				Foremost Paving, Inc.		REIM Construction, Inc.		Texas Cordia Const.		Clore Construction, Inc.		O.G. Const., Co., LLC	
31	54	LF	REFL PAV MRK TY I (W) 12"(SLD)(100 MIL) (ITEM 666)	$15.00	$810.00	$3.75	$202.50	$6.00	$324.00	$4.50	$243.00	$10.00	$540.00
32	210	LF	REFL PAV MRK TY 1 (W) (4")(SLD)(909 MIL) (ITEM 666)	$3.00	$630.00	$4.00	$840.00	$6.00	$1,260.00	$4.50	$945.00	$4.00	$840.00
33	540	LF	REFL PAV MRK TY I (4")(SLD)(100 MIL) (ITEM 666)	$3.00	$1,620.00	$4.00	$2,160.00	$6.00	$3,240.00	$4.50	$2,430.00	$6.00	$3,240.00
34	6	EA	RAIS PAV MRKR CL B (REFL) TY II-A-A (ITEM 672)	$20.00	$120.00	$20.00	$120.00	$13.00	$78.00	$4.50	$27.00	$85.00	$510.00
35	100	SY	CONSTRUCT EXIT (TY 2) (ITEM 1122)	$15.00	$1,500.00	$16.25	$1,625.00	$22.00	$2,200.00	$37.00	$3,700.00	$16.00	$1,600.00
36	800	LF	TEMP SEDMT CONT FENCE (ITEM 1122)	$4.00	$3,200.00	$2.15	$1,720.00	$5.00	$4,000.00	$4.00	$3,200.00	$3.00	$2,400.00
37	800	LF	TEMP SEDMT CONT FENCE REMOVEAL (ITEM 1122)	$1.00	$800.00	$1.00	$800.00	$3.00	$2,400.00	$1.50	$1,200.00	$1.00	$800.00
38	1	EA	TIE TO EXIST. CANAL W/24" GATE STRUCTURE (ITEM 4061)	$13,000.00	$13,000.00	$14,400.00	$14,400.00	$7,600.00	$7,600.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
39	1	EA	METAL GRATE COVER ON 24" GATE 9ITEM 4061)	$600.00	$600.00	$3,000.00	$3,000.00	$1,240.00	$1,240.00	$2,500.00	$2,500.00	$1,500.00	$1,500.00
40	400	LF	36" RJRCP IRRIGATION LINE	$75.00	$30,000.00	$116.00	$46,400.00	$90.00	$36,000.00	$75.00	$30,000.00	$98.00	$39,200.00
41	4	EA	IRRIGATION JUNCTION BOX 4X4X4	$1,500.00	$6,000.00	$4,280.00	$17,120.00	$2,800.00	$11,200.00	$3,500.00	$14,000.00	$7,500.00	$30,000.00
42	1	EA	TIE TO EXIST. 36" IRRIGATION LINE (FM 492)	$5,000.00	$5,000.00	$1,260.00	$1,260.00	$1,900.00	$1,900.00	$2,000.00	$2,000.00	$1,750.00	$1,750.00
43	Stated Amount		UTILITY ADJUSTMENTS	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
	TOTAL				**$351,280.00**		**$395,866.00**		***$399,552.00***		**$450,985.00**		***$538,798.00***

NOTE: BOLD ITALIZED NUMBERS DENOTES CALCULATION ERROR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/13/2014

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
Frank Siddons Insurance Agency Fort Worth,
Member: K & S Group
2900 Marquita Drive
Fort Worth TX 76116-4016

CONTACT NAME: Holly Gravenor
PHONE (A/C, No, Ext): (817) 737-4943 FAX (A/C, No): (817) 737-4947
E-MAIL ADDRESS: Holly@fsifw.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Commercial Insurance	36137
INSURER B: Great American Insurance Co.	16691
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Foremost Paving, Inc.
P. O. Box 29
Weslaco TX 78599-0029

COVERAGES CERTIFICATE NUMBER: ALOB13-14 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			CO5459B901-13GL	9/1/2013	9/1/2014	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 $ 300,000 $ 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			BA5459B894-13AUTO	9/1/2013	9/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			TUU0535221-00UMB	9/1/2013	9/1/2014	EACH OCCURRENCE AGGREGATE	$ 20,000,000 $ 20,000,000
A	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		UB-4A28775-WC	9/1/2013	9/1/2014	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
A	Property & Contractor's Equipment			QT-660-5375B244-13EQ	9/1/2013	9/1/2014	Leased/Rented Any One Item Deductible	500,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Hidalgo County Precinct No. 3 - Street Improvements (Mile 2 - Bridge Project.) The general liability and auto policies include blanket automatic additional insured endorsements that provide additional insured status on a primary & non-contributory basis to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The general liability, auto & workers compensation policies include blanket automatic waiver of subrogation endorsements that provide this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

Guadalupe.Garcia@co.hidalg

Hidalgo County Urban County Program
Attn: Guadalupe V. Garcia
427 E Duranta Ave Ste 107
Alamo, TX 78516

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

Steven Siddons/HGRAVE

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CONSTRUCTION CONTRACT

This Agreement entered into this **28st day of January , 2014** 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 **Foremost Paving, Inc. (a Corporation)** of **Elsa,** 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- Mile 2 Bridge Project**
PROJECT No.:	**5012-93-0311-5000-9300 UCP-GVG**
PROJECT DESCRIPTION:	**Mile 2 Bridge Project**

Heinafter called the project, for the sum of **($351,280.00) –Three hundred fifty-one thousand, two hundred eighty 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 **Javier Hinojosa Engineering,** 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 **150** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($500.00) Five 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.

Joseph E. Forshage, President

Name of Firm: FOREMOST PAVING INC.

Address: 22630 N. FM 88
ELSA, TEXAS 78543

Federal I.D./S.S.: 74-1869541

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(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

AI-42598 **Urban County 12. C.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted For: Guadalupe Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting approval of an "order" granting an exemption from competitive bidding requirements under Texas Local Gov't. Code, Chapter 262, Section .024 (a)(7) "an item that can only be obtained from only one source."

2. Approval of a "Sole Source Declaration" with authority to enter into a "Contribution-In-Aid-of-Construction Agreement" with AEP Texas Central Company in the amount of $24,158.34 for the installation of primary poles and street lights within the City of La Joya.

BACKGROUND

AEP is a sole provider of light service in the La Joya city limits. The city is requesting street lights and street light poles to be installed utilizing the FY 2012 La Joya Street Improvements project line item. (Attached for review is the AEP Contribution-In-Aid-of Construction Agreement)

Available Funds: $88,719.27 (2012-STREET IMPROVEMENTS)

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/10/2014 08:43 AM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Mary Flores Started On: 01/09/2014 03:58 PM

Final Approval Date: 01/17/2014

AEP TEXAS
A unit of American Electric Power

AEP Texas
5700 North Cage Blvd.
Pharr, TX 78577-7921
956/283-2441
www.aeptexas.com

December 9, 2013

Mike Alaniz
City of La Joya
P.O. Box H
La Joya, TX 78560

Subject: AEP Service Territory

Dear Mr. Alaniz,

AEP Texas is and Transmission and Distribution Service Provider regulated by the Public Utility Commission of Texas (PUCT). The PUCT certifies utilities to serve a particular geographic area.. Based on the PUCT certified maps, all of the land within the city limits of the City of La Joya is certificated to AEP Texas. AEP Texas is the sole company that can provide electric distribution services in La Joya. AEP Texas provides this service pursuant to our Manual of Tariffs which is also approved by the PUCT.

Please let me know if you have any other questions. You may call me at 956-283-2441 with any questions.

Sincerely

Lee Jones, PE
Community Affairs Manager

City of La Joya

"Jewel of the Valley"

December 5,2013

Attention:
AEP Billing Operations

Via Fax: 361-880-6027

The City of La Joya is requesting AEP to place 23 lights at various location inside city limits. Your prompt attention is greatly appreciated.

If you should have any questions or require additional information, please feel free to contact me at 956-600-7623.

Respectfully,

Mike Alaniz, City Administrator

Cc: via email frgonzalez@aep.com

PLEASE >> Please re(o:

DETACH >>

STUB >>

AND >>

RETURN >>

WITH >>

PAYMENT >>

AEP - Texas
Attn: Rosie Underwood
5700 N. Cage
Pharr, TX 78557-7921

Bill To:
CITY OF LA JOYA

Company No: 211
Contract No: DWMS00000225605
Customer No:
Date: 12/16/2013
Amount Due: 3,850.23

Amount Remitted:_____

Contract No: DWMS00000225605

Date: 12/16/2013

Customer No:
: 51892142

Description	Quantity	UOM	Init Amt	Net Amount
WR#51892142 - INSTALL POLE, CONDUCTOR & STREET LIGHT AT CORNER OF KINGS ST & 1ST ST - POLE 1 / INSTALL POLE, CONDUCTOR & STREET LIGHT AT CORNER OF GARZA & 2ND ST - POLE 2 / INSTALL POLE, CONDUCTOR & STREET LIGHT AT ALEX & 4TH ST - POLE 3 / INSTALL POLE & CONDUCTOR AT CORNER OF KING & 6TH ST - POLE 4 / INSTALL POLE, CONDUCTOR & STREET LIGHT LIGHT AT KING & 6TH ST - POLE 5 / INSTALL CONDUCTOR & STREET LIGHT AT MILITARY & VELA JACKSON - POLE 6	1.0	EA	3,850.23	3,850.23

Amount Due: 3,850.23

AEP Texas Central Company

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

CITY OF LA JOYA
Service: VARIOUS LOCATIONS
LA JOYA, TX

Contract #: DWMS00000225605 Work Request #: 51892142

Date: 12/16/2013

You, CITY OF LA JOYA (Customer) have requested AEP Texas Central Company (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:WR#51892142 - INSTALL POLE, CONDUCTOR & STREET LIGHT AT CORNER OF KINGS ST & 1ST ST - POLE 1 / INSTALL POLE, CONDUCTOR & STREET LIGHT AT CORNER OF GARZA & 2ND ST - POLE 2 / INSTALL POLE, CONDUCTOR & STREET LIGHT AT ALEX & 4TH ST - POLE 3 / INSTALL POLE & CONDUCTOR AT CORNER OF KING & 6TH ST - POLE 4 / INSTALL POLE, CONDUCTOR & STREET LIGHT LIGHT AT KING & 6TH ST - POLE 5 / INSTALL CONDUCTOR & STREET LIGHT AT MILITARY & VELA JACKSON - POLE 6

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 3,850.23. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to WR#51892142 - INSTALL POLE, CONDUCTOR & STREET LIGHT AT CORNER OF KINGS ST & 1ST ST - POLE 1 / INSTALL POLE, CONDUCTOR & STREET LIGHT AT CORNER OF GARZA & 2ND ST - POLE 2 / INSTALL POLE, CONDUCTOR & STREET LIGHT AT ALEX & 4TH ST - POLE 3 / INSTALL POLE & CONDUCTOR AT CORNER OF KING & 6TH ST - POLE 4 / INSTALL POLE, CONDUCTOR & STREET LIGHT LIGHT AT KING & 6TH ST - POLE 5 / INSTALL CONDUCTOR & STREET LIGHT AT MILITARY & VELA JACKSON - POLE 6, and the Customer agrees to provide CIAC OF $3,850.23 PRIOR TO JOB BEING RELEASED TO AEP CONSTRUCTION DEPARTMENT - FOR PAYMENT ARRANGEMENTS PLEASE CONTACT ROSIE UNDERWOOD AT (956) 283-2328 and to be ready to take electric service on or before 12/05/2013.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 3/16/2014 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer		Company	
By	_____	By	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

PLEASE >> Please re to:

DETACH >> AEP Texas
c/o Rosie Underwood
STUB >> 5700 N. Cage Blvd.
Pharr, TX 78577
AND >>

Bill To:
RETURN >> CITY OF LA JOYA

WITH >>

PAYMENT >>

Company No: 211
Contract No: DWMS00000225790
Customer No:
Date: 12/16/2013
Amount Due: 20,308.11

Amount Remitted: _____

Contract No: DWMS00000225790
Date: 12/16/2013

Customer No:
: 51920093

Description	Quantity	UOM	Init Amt	Net Amount
WR#51920093 - INSTALL STREET & FLOOD LIGHTS AT MILITARY & GARZA POLE 1-5 / INSTALL FLOOD LIGHTS AT WEST MILITARY & GARZA POLE 6-9 / INSTALL FLOOD LIGHTS AT NORTH OF MILITARY & GARZA POLE 10-15 / INSTALL STREET & FLOOD LIGHTS EAST OF GARZA POLE 16-20	1.0	EA	20,308.11	20,308.11

Amount Due: 20,308.11

AEP Texas Central Company

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

CITY OF LA JOYA
Service: MILITARY RD & GARZA ST
LA JOYA, TX

Contract #: DWMS00000225790 Work Request #: 51920093

Date: 12/16/2013

You, CITY OF LA JOYA (Customer) have requested AEP Texas Central Company (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:WR#51920093 - INSTALL STREET & FLOOD LIGHTS AT MILITARY & GARZA POLE 1-5 / INSTALL FLOOD LIGHTS AT WEST MILITARY & GARZA POLE 6-9 / INSTALL FLOOD LIGHTS AT NORTH OF MILITARY & GARZA POLE 10-15 / INSTALL STREET & FLOOD LIGHTS EAST OF GARZA POLE 16-20

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 20,308.11. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to WR#51920093 - INSTALL STREET & FLOOD LIGHTS AT MILITARY & GARZA POLE 1-5 / INSTALL FLOOD LIGHTS AT WEST MILITARY & GARZA POLE 6-9 / INSTALL FLOOD LIGHTS AT NORTH OF MILITARY & GARZA POLE 10-15 / INSTALL STREET & FLOOD LIGHTS EAST OF GARZA POLE 16-20, and the Customer agrees to provide CIAC OF $20,308.11 PRIOR TO JOB BEING RELEASED TO AEP CONSTRUCTION DEPARTMENT - FOR PAYMENT ARRANGEMENTS PLEASE CONTACT ROSIE UNDERWOOD AT 956-283-2328 and to be ready to take electric service on or before 12/09/2013.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 3/16/2014 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer		Company	
By	_____	By	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

AI-42580 **Urban County 12. D.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted For: Nellie Flores **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to declare and dispose the assets listed on Exhibit “A” and Exhibit “B” surplus and clear inventory list.

BACKGROUND

The Urban County Program wishes to have the items listed on Exhibit”A” and Exhibit “B” declared surplus and removed from our inventory list. Assets listed on Exhibit”A” are currently stored at Edinburg Storage Unit and Assets on Exhibit “B” are stored at Superior Storage. An inventory was conducted and found several items broken, weathered, and/or obsolete. Assets will be transferred to the County’s Surplus.

Attachments

A

B

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/09/2014 11:41 AM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Mary Flores Started On: 01/09/2014 10:17 AM

Final Approval Date: 01/17/2014

URBAN COUNTY PROGRAM
LIST OF SURPLUS EQUIPMENT @ EDINBURG STORAGE
EXHIBIT "A"

UCP ASSET #	HC ASSET #	ASSET DESCRIPTION	CONDITION	ACQUISITION DATE
N/A		2-Brown Desk Hutch	Fair	
2137		Gray Vinyl Chair	Fair	2/9/1999
2136		Gray Vinyl Chair	Fair	2/9/1999
2138		Gray Vinyl Chair	Fair	2/9/1999
2130		Gray Vinyl Chair	Fair	2/9/1999
2134		Gray Vinyl Chair	Fair	2/9/1999
2133		Gray Vinyl Chair	Fair	2/9/1999
2135		Gray Vinyl Chair	Fair	1/30/1995
2131		Gray Vinyl Chair	Fair	1/30/1995
2132		Gray Vinyl Chair	Fair	1/30/1995
3725		Black Leather Chair	Fair	12/23/2003
3726		Black Leather Chair	Fair	12/23/2003
3727		Black Leather Chair	Fair	12/23/2003
3728		Black Leather Chair	Fair	12/23/2003
3729		Black Leather Chair	Fair	12/23/2003
3730		Black Leather Chair	Fair	12/23/2003
3733		Black Leather Chair	Fair	12/23/2003
3735		Black Leather Chair	Fair	12/23/2003
3736		Black Leather Chair	Fair	12/23/2003
3738		Black Leather Chair	Fair	12/23/2003
3739		Black Leather Chair	Fair	12/23/2003
3740		Black Leather Chair	Fair	12/23/2003
3741		Black Leather Chair	Fair	12/23/2003
3743		Black Leather Chair	Fair	12/23/2003
3744		Black Leather Chair	Fair	12/23/2003
3745		Black Leather Chair	Fair	12/23/2003
3747		Black Leather Chair	Fair	12/23/2003
3748		Black Leather Chair	Fair	12/23/2003
3749		Black Leather Chair	Fair	12/23/2003
3750		Black Leather Chair	Fair	12/23/2003
3751		Black Leather Chair	Fair	12/23/2003
3752		Black Leather Chair	Fair	12/23/2003
3753		Black Leather Chair	Fair	12/23/2003
3754		Black Leather Chair	Fair	12/23/2003
3243		Multi-Task Burgundy Chair	Fair	2/28/2002
3872		Burgundy Leather Chair	Fair	4/28/2004
N/A		Black Cloth Chair	Fair	
120		Green Chair	Fair	10/6/1988
2931		Multifunction Chair	Fair	4/6/2001
1422		High Back Chair	Fair	10/31/1997
3399		High Back Chair	Fair	7/31/2002

URBAN COUNTY PROGRAM
LIST OF SURPLUS EQUIPMENT @ EDINBURG STORAGE
EXHIBIT "A"

3687		Conference Table	Fair	11/12/2003
1539		Media Cooler	Fair	3/5/1998
3833		APC Back-Up	Inoperable	4/2/2004
4043		APC Back-Up	Inoperable	11/12/2004
N/A		9 Flat Monitors	Fair	
2205		Polycom Sound Station	Fair	1/22/1999
2709		JVC Video Camcorder VHS	Inoperable/Outdated	8/16/1995
2685		Sony VHS Camcorder	Inoperable/Outdated	4/14/2000
2708		JVC VCR	Fair/Outdated	6/2/1995
2627		IBM ThinkPad Laptop	Inoperable/Outdated	4/11/2000
906		CX-540 Tripod for Camcorders	Inoperable/Outdated	5/11/1996
2873		Easel Ultima Tripod for Camcorders	Fair	7/19/2000
2006		Samsung Camera	Inoperable/Outdated	12/18/1998
2374		Canon Sure Shot Zoom Camera	Inoperable/Outdated	7/29/1999
2916		Cybershot Digital Cameria	Inoperable/Outdated	2/6/2001
N/A		Portable Hub & USB Cable		
2375		Canon Sure Shot Zoom Camera	Inoperable/Outdated	7/21/1999
3791		D-Link 4 port Router	Inoperable/Outdated	1/12/2004
2685		Sony Camcorder	Inoperable/Outdated	4/14/2000
1998		Polaroid Camera	Inoperable/Outdated	9/22/1998
3790		Sony Cybershot Camera	Inoperable/Outdated	2/3/2004
3473		Sony Digital Camera	Inoperable/Outdated	10/22/2002
N/A		Canon Camera Black	Inoperable/Outdated	
2000		Canon Camera Black	Inoperable/Outdated	12/29/1998
2143		Canon Camera 35MM	Inoperable/Outdated	2/9/1999
1914		Beeper	Inoperable/Outdated	11/10/1998
2144		Beeper	Inoperable/Outdated	2/9/1999
1908		Beeper	Inoperable/Outdated	6/3/1994
1910		Beeper	Inoperable/Outdated	1/15/1995
1905		Beeper	Inoperable/Outdated	10/13/1995
1906		Beeper	Inoperable/Outdated	10/3/1995
2149		Beeper	Inoperable/Outdated	2/3/1999
1511		Beeper	Inoperable/Outdated	11/4/1997
1510		Beeper	Inoperable/Outdated	7/30/1997
1424		Canon Camera Black	Inoperable/Outdated	
1053		Canon Sure Shot Owl	Inoperable/Outdated	12/11/1996
4170		Kodak C330 Digital Camera	Inoperable/Outdated	1/9/2006
2373		Canon Sure Shot Zoom Camera	Inoperable/Outdated	7/29/1999
2686		Kodak Digital Camera	Inoperable/Outdated	4/14/2000
4647		Kodak M893 Digital Camera	Inoperable/Outdated	5/28/2009
2372		Canon Sure Shot Zoom Camera	Inoperable/Outdated	7/29/1999
1999		Canon 35MM Camera	Inoperable/Outdated	12/29/1998
4169		Kodak C330 Digital Camera	Inoperable/Outdated	1/9/2006

URBAN COUNTY PROGRAM
LIST OF SURPLUS EQUIPMENT @ EDINBURG STORAGE
EXHIBIT "A"

4156		Kodak Easyshare Digital Camera	Inoperable/Outdated	10/7/2005
4171		Kodak C330 Digital Camera	Inoperable/Outdated	1/9/2006
N/A		Fujifilm Smart Shot Camera	Inoperable/Outdated	
3978		Pentium 4 Computer	Inoperable/Outdated	8/13/2004
2114		HP LaserJet 6L	Inoperable/Outdated	2/9/1999
N/A		Router	Inoperable/Outdated	
4154		Dell Intel Pentium Computer	Inoperable/Outdated	1/14/05
1061		Check Signer	Outdated	1/17/1997

URBAN COUNTY PROGRAM
LIST OF SURPLUS EQUIPMENT @ SUPERIOR STORAGE
EXHIBIT "B"

UCP ASSET #	HC ASSET #	ASSET DESCRIPTION	CONDITION	ACQUISITION DATE
4098		Dell Intel Pentium Computer	Inoperable	6/15/2005
3472		Mahogany Desk U Shape	Fair	4/2/2003
1446		Brown Desk	Fair	11/5/1997
4097		Dell Intel Pentium 4 Computer	Inoperable	6/15/2005
4089		Dell Intel Pentium 4 Computer	Inoperable	6/15/2005
3239		Computer Cart w/ Keyboard	Fair	2/27/2002
2123		Water Cooler	Inoperable	2/9/1999
3761		Xerox Color Printer	Fair	12/17/2003
N/A		File Cabinet Beige	Damaged	
N/A		Corner Table Wing	Fair	
N/A		Book Shelve Brown	Fair	
N/A		4 Drawer Gray File Cabinet	Fair	
N/A		Small Table	Fair	
N/A		Computer Table	Fair	
N/A		Computer Table	Fair	
	20545	Desk	Fair	
4711		Mahogany Desk W/ Drawers	Fair	2/8/2010
4164		Dell Intel Pentium 4 Computer	Inoperable	8/24/2005
		2 Monitors	Inoperable	
4094		Dell Intel Pentium 4 Computer	Inoperable	6/15/2005
4095		Dell Intel Pentium 4 Computer	Inoperable	6/15/2005
3026		HP 952C Printer	Inoperable	6/18/2001
3881		Burgundy Guest Chair	Lightly Damaged	5/25/2004
136		Brown Guest Chair	Lightly Damaged	8/8/1989
3885		Burgundy Guest Chair	Lightly Damaged	5/25/2004
3806		Burgundy Guest Chair	Lightly Damaged	2/27/2004
3886		Burgundy Guest Chair	Lightly Damaged	5/25/2004
135		Brown Guest Chair	Lightly Damaged	8/8/1989
3838		Exec. High Back Chair	Fair	3/26/2004
4091		Dell Intel Pentium 4 Computer	Inoperable	6/15/2005
2125		Folding Table 2'5"	Lightly Damaged	2/9/1999
2145		Cork Board	Lightly Damaged	2/9/1999
N/A		Postage Meter Table	Good	
*1004		Desk	Fair	9/11/1996
*1056		Desk	Fair	12/16/1996
*854		Desk	Fair	11/30/1995
**3755		Security Alarm System		12/31/2003

* Assets located at Hidalgo County Warehouse moved back in Jan 2013.

**System left at Pharr Building when we moved.

AI-42667 **Elections Administration 13. A.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted For: Yvonne Ramon **Submitted By:** Rosie Diaz, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Requesting approval of the following invoice as a claim with authority for the County Treasurer to issue payment after review, audit and processing procedures are completed by the County Auditor.

Invoice Date	Vendor	Invoice #	Amount
11/20/13	Information Management Solutions	18052	$450.00

BACKGROUND

The PO did not originally include delivery charges from San Antonio to Edinburg, therefore needing to put the delivery charge as a claim.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-414-00-130-001-0-350

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

BUDGETARY IMPACT:

Funds available through PO# 700846 as of 1/16/2014.

Attachments

IMS invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/14/2014 03:40 PM
Obdett Calzada	Veronica Ortiz	01/17/2014 10:17 AM
Glinda Pacheco	Glinda Pacheco	01/17/2014 04:00 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Rosie Diaz Started On: 01/14/2014 01:24 PM

Final Approval Date: 01/17/2014

INFORMATION MANAGEMENT SOLUTIONS

Invoice

REC'D NOV 25 2013

Date	Invoice #
11/20/2013	18052

Bill To
County of Hidalgo Elections 101 S. 10th Ave Edinburg, TX 78539

Attn: Accounting Dept

P.O. Number	Terms	Rep
700846	On Receipt	SRG

Project

Quantity	Item Code	Description	Price Each	Amount
1	Deposits	DELIVERY OF VOTER CARD MASS MAILING Delivery or Voter Card mass Mailing to the Edinburg Post Office and Deliver Blank Perforated Stock for In-house use.	450.00	450.00

RECEIVED BY COUNTY AUDITOR 2013 DEC 2 AM 11 20

Invoice rec'd by: _____ on 12-2-13

Goods/Services Rec'd by _____ on 11-20-13

3-1100-414-00-130-001-0350

P.O.# 700846

Joy to all this holiday season!

Total	$450.00
Payments/Credits	$0.00
Balance Due	$450.00

2416 Brockton St. #105 • San Antonio, Texas 78217 • 210 826-4994 • Fax 210 826-2676

AI-42728 **Precinct #1 14. A.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

1. Requesting authorization for Hidalgo County to execute the Interlocal Cooperation Agreement between Hidalgo County and City of Weslaco for the Mile 9 N (Mile 6W to Mile 5 1/2W) - Sugarcane Rd. project.

2. Acceptance and approval of the Interlocal Cooperation Agreement Project pursuant to the approval of the Interlocal Agreement stated above.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1303-431-00-121-113-0-731

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

BUDGETARY IMPACT:

Funding pending approval of interdept. transfer AI# 42738 1-21-14 ($750,000.00)

The County and City agree to share equally the costs at 50% each for engineering and construction of Mile 9 North Road from Mile 6 West to Mile 5 ½ West located within the municipal limits of City and County…

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/16/2014 05:00 PM
Obdett Calzada	Veronica Ortiz	01/17/2014 10:19 AM
Manuel Chapa	Manuel Chapa	01/17/2014 02:56 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Katia Garcia Started On: 01/16/2014 04:47 PM

Final Approval Date: 01/17/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WESLACO, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the 21 day of January, 2014 by and between the CITY OF WESLACO, TEXAS, hereinafter referred to as "City", and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, Mile 9 from Mile 6 West to Mile 5 ½ West is an important and critical integral infrastructure connecting link corridor within Hidalgo County (the "Road");

WHEREAS, a portion of the Road is within the corporate limits of Weslaco, while the remaining segment is within County jurisdiction;

WHEREAS, the Road serves as a connecting link and an integral part of the County road system and such improvements to the Road are in the best interest of the County and City;

WHEREAS, City and County 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, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The County and City agree to share equally the costs at 50% each for engineering and construction of Mile 9 North Road from Mile 6 West to Mile 5 ½ West located within the municipal limits of City and County jurisdiction provided however in no event shall County contribute more than $750,000.00, being the estimate provided by City's engineer of County's share of the costs of the engineering and construction of the Road.

2. The parties agree that City will follow procurement procedures for engineering and

construction in accordance to City of Weslaco policies and procedures and City shall be the lead entity for this Road project.

3. The parties agree that, if during the design process cost savings are identified by using City or County manpower in construction, City or County manpower will be used and cost of materials will be shared on an equal basis at 50% to each party hereto.

4. The parties agree that City and County will each inspect and accept the portion of the Road within each party's jurisdiction prior to declaring the work completed.

5. The parties further agree that upon completion of the improvements, each party shall be responsible for the maintenance and operation of the Road within each party's respective jurisdiction.

6. City pursuant to Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

7. County agrees to pay City the County's portion of the cost within thirty (30) days after receiving City's invoice for County's cost of engineering and construction. The parties agree that County will be released of any and all duties imposed by this Agreement, following payment of City's invoice

8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any 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 provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.

9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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 City and County, and not otherwise.

11. **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.

12. **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 Weslaco:	City of Weslaco Attention: City Manager 225 S. Kansas Avenue Weslaco, Texas 78596
If to County:	County of Hidalgo Attention: County Judge Ramon Garcia P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Commissioner A.C. Cuellar, Jr., Precinct No.1 1912 Joe Stephens Avenue Weslaco, Texas 78596

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.

13. **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.

14. **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.

15. **Assignment.** This Agreement shall not be assignable.

16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **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.

18. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

19. **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.

20. **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 ninety (90) 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.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF WESLACO, TEXAS

David Suarez, MAYOR

ATTEST:

Elizabeth M. Walker, City Secretary

COUNTY OF HIDALGO

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Ramon Vela City Attorney
APPROVED AS TO FORM
ATLAS, HALL & RODRIGUEZ, LLP ,

Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF INTERLOCAL COOPERATION
AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to desire to improve Mile 9 from Mile 6 West to Mile 5 ½ West through an Interlocal Cooperation Agreement to be entered into with the City of Weslaco, Texas, and Hidalgo County.

By vote on January21, 2014, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

City of Weslaco

"The City on the Grow"

David Suarez, Mayor
John F. Cuellar, Mayor Pro-Tem, District 2
David R. Fox, Commissioner, District 1
Olga M. Noriega, Commissioner, District 3
Gerardo "Jerry" Tafolla, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Fidel L. Pena III, Commissioner, District 6

Leonardo Olivares, City Manager

RECEIVED
DEC 03 2013
COUNTY JUDGE

November 21, 2013

The Honorable Ramon Garcia, County Judge
Hidalgo County Court House
P.O. Box 1356
Edinburg, Texas 78540

Dear Judge Garcia:

At their regular meeting of November 19, 2013, the Weslaco City Commission approved the interlocal agreement with Hidalgo County (Precinct 1) for street improvements, including design and construction, of Mile 9 North Road east of Mile 6 West/Westgate Drive in an amount not to exceed $750,000.00 as 50% of the total project cost, approve any necessary amendments to the professional services agreement with the engineer of record, authorized a budget amendment as appropriate, and authorized the Mayor to execute any related documents.

Enclosed please find the agreement as executed; kindly execute the agreement, retain a copy for your files and forward the original agreement for the city's records.

Should you have any questions, please do not hesitate to call me at (956) 968-3181, Ext. 3102.

Sincerely,

Elizabeth M. Walker
City Secretary

EMW/mv

C: Commissioner A.C. Cuellar, Jr., Precinct No. 1
Jeff Underwood, Planning Director
David Salinas, Public Utilities Director
Bret Mann, Finance Director

AI-42727 **Precinct #2 15. A.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of the following claims/invoices with authority for County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

ROAD MAINTENANCE:

Date	Invoice #	Vendor Name	Invoice Amt.	Account #
06/30/2013	00523362	Weldinghouse Inc.	89.27	3-1200-431-00-122-006-0-442
07/31/2013	00526029	Weldinghouse Inc.	87.79	3-1200-431-00-122-006-0-442
08/31/2013	00528604	Weldinghouse Inc.	85.66	3-1200-431-00-122-006-0-442
09/30/2013	00531143	Weldinghouse Inc.	82.89	3-1200-431-00-122-006-0-442
10/31/2013	00533891	Weldinghouse Inc.	85.66	3-1200-431-00-122-006-0-442
11/30/2013	00536216	Weldinghouse Inc.	82.89	3-1200-431-00-122-006-0-442
12/31/2013	00538508	Weldinghouse Inc.	85.66	3-1200-431-00-122-006-0-442
		Total	**$599.82**	

CW SHOP:

Date	Invoice #	Vendor Name	Invoice Amount	Account #
06/30/2013	00523308	Weldinghouse Inc.	12.75	3-1200-431-00-122-004-0-442
07/31/2013	00525974	Weldinghouse Inc.	8.72	3-1200-431-00-122-004-0-442
08/31/2013	00528552	Weldinghouse Inc.	6.59	3-1200-431-00-122-004-0-442
09/30/2013	00531092	Weldinghouse Inc.	6.38	3-1200-431-00-122-004-0-442
10/31/2013	00533839	Weldinghouse Inc.	6.59	3-1200-431-00-122-004-0-442
11/30/2013	00536164	Weldinghouse Inc.	6.38	3-1200-431-00-122-004-0-442
12/31/2013	00538456	Weldinghouse Inc.	6.59	3-1200-431-00-122-004-0-442
		Total	**$54.00**	

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-122-006-0-442

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

BUDGETARY IMPACT:

Available balance as of 1-17-14 $276.45

Funding pending approval of AI# 42726 ($420)

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-122-004-0-442

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

BUDGETARY IMPACT:

Available balance as of 1-17-14 $5.76

Funding pending approval of AI# 42724

Attachments

Road Maint.
invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/17/2014 09:15 AM
Manuel Chapa	Monica Badillo	01/17/2014 11:03 AM
Erika Zamora	Erika Zamora	01/17/2014 12:12 PM
Manuel Chapa	Manuel Chapa	01/17/2014 03:36 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Angela Garcia Started On: 01/16/2014 03:58 PM

Final Approval Date: 01/17/2014

CYLINDER RENTAL INVOICE

WELDINGHOUSE INC.
SALES / SERVICE / RENTALS

INVOICE
00520806
PAGE NUMBER
1
INVOICE DATE
05/31/13
CUSTOMER
03105
BRANCH
051

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

BILL TO
HIDALGO COUNTY PCT. #2
300 WEST HALL ACRES SUITE G
PHARR TX 78577

SHIP TO
HIDALGO COUNTY PCT. #2
301 E. STATE STREET
REAR SHOP
PHARR TX 78577

RNT MTHD	RENT GRP	ITEM TAG ID	DESCRIPTION PURCHASE ORDER / ORDER NUMBER	INVOICE DATE	INVOICE	BEGINNING BALANCE	SHIPPED	RETURNED	ENDING BALANCE	LEASED CYLINDERS	DAYS	BALANCE	CYLINDER RATE	EXTENDED AMOUNT
			PO: 621887											
D	251	- - - - - - - - - - - -	OXYGEN H.P. CYLINDER	TOTALS - - - - >		7	0	0	7	0	217		.195	42.32
D	A4	- - - - - - - - - - - -	ACETYLENE 145 CUFT	TOTALS - - - - >		7	0	0	7	0	217		.195	42.32
M	ZHZ	- - - - - - - - - - - -	CYLINDER HAZARDOUS M	TOTALS - - - - >		0	0	0	0	0		0	7.62	7.62

NEW MESSAGE:

WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS.

PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

INVOICE RECEIVED BY: Elizabeth Cass ON 6/10/13
GOODS/SERVICES RECEIVED BY: Ricardo Cuellar ON 5/31/13

POH686464
3-1200-4300-122-0006-0-442

TAX: .00

RENT METHOD	TOTAL VALUE OF CYLINDERS		
M - MONTHLY MD - MONTHLY DEMURRAGE D - DAILY DD - DAILY DEMURRAGE PD - PEAK DAILY PM - PEAK MONTHLY	3811.15	ALL SALES AND CHARGES ARE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE	TOTAL 92.26

ALL SALES ARE SUBJECT TO TERMS AND CONDITIONS AS FOLLOWS TO-WIT:

(1) TERMS: Payment in full on each invoice due 30 days from invoice date, unless stated otherwise on the face of this document.

(2) Unless specified otherwise, all sales are F.O.B. point of shipment. Title to the goods and risk of loss shall pass to the buyer subject to Weldinghouse's right of stoppage in transit to secure payment of the sales price for the goods.

(3) Past due balances due Weldinghouse shall bear interest at the highest rate allowed by law.

(4) Payments due Weldinghouse shall be made at 705 N. Navigation, Corpus Christi, Nueces County, Texas 78408

(5) **"EXCEPT AS SET FORTH IN A SEPARATE WRITTEN WARRANTY SIGNED BY WELDINGHOUSE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, OTHER THAN MANUFACTURER'S WARRANTIES, IF ANY, APPLICABLE TO MERCHANDISE AND/OR EQUIPMENT PURCHASED FROM WELDINGHOUSE (OTHER THAN WARRANTIES OF TITLE) AND WELDINGHOUSE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATIONS, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE"**

(6) This Document may show a Hazardous Materials Fee and/or Delivery Charge. This Fee or charge is not mandated by any Federal, State, or local government entity and is in fact retained by Weldinghouse. Although Weldinghouse has made no attempt to quantify the actual cost of compliance with government regulations or cost of delivery, Weldinghouse intends that this fee is an effort to recoup those estimated additional costs.

ALL EQUIPMENT RENTALS ARE SUBJECT TO TERMS AND CONDITIONS AS FOLLOWS:

Customer as lessee, leases the equipment more fully described on the reverse side hereof, from Weldinghouse, Inc. (hereinafter "Weldinghouse"), as Lessor, and Customer agrees that (1) Customer has received all of the equipment described on the reverse side hereof in good operating condition: (2) Customer agrees that he/it shall use said equipment in a skillful and workmanlike manner and shall not injure or abuse the same; (3) Customer shall protect and indemnify Weldinghouse against all loss, injury or damage to any or all of said equipment, whether due to act of God, negligence of others, accident, casualty, or due to any other cause, it being that Customer is and shall be a full insurer of said equipment; (4) Customer at his/its own cost and expense, shall insure and keep insured, in companies acceptable to Weldinghouse, all of said equipment against loss or damage by fire, theft, explosion, accident or other casualties and shall furnish original or copies of all such policies, together with proof of timely payment of premiums, to Weldinghouse (all such policies shall be endorsed in favor of Weldinghouse as its interests may appear); (5) Upon termination of this equipment rental agreement, Customer shall return all of said equipment to Weldinghouse at 705 N. Navigation, Corpus Christi, Nueces County, Texas 78408, at Customer's cost and expense, in the same condition as when originally picked up by the Customer or delivered to Customer's designated location, normal wear and tear and depreciation due to normal use excepted, but nothing herein contained shall limit liability of Customer as full insurer as otherwise provided in (3) above; and (6) if Customer defaults under this equipment rental agreement, Weldinghouse, without notice, may re-take possession of any or all of said equipment, *wherever located, to the* extent allowed by law, without liability for trespass, conversion or damages; (7) title to all of said equipment shall be and remain solely in Weldinghouse; (8) **CUSTOMER ACKNOWLEDGES THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND APPLICABLE TO ALL OR ANY PART OF THE EQUIPMENT RENTED PURSUANT TO THIS AGREEMENT AND WELDINGHOUSE DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE;** (9) This equipment rental agreement evidences a lease of the equipment described on the reverse side hereof and not a security interest in same.

CYLINDER RENTAL INVOICE

WELDINGHOUSE INC.
SALES / SERVICE / RENTALS

INVOICE
00523362
PAGE NUMBER
1
INVOICE DATE
06/30/13
CUSTOMER
03105
BRANCH
051

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

BILL TO
HIDALGO COUNTY PCT. #2
300 WEST HALL ACRES SUITE G
PHARR TX 78577

SHIP TO
HIDALGO COUNTY PCT. #2
301 E. STATE STREET
REAR SHOP
PHARR TX 78577

RNT MTHD	RENT GRP	ITEM TAG ID	DESCRIPTION	PURCHASE ORDER / ORDER NUMBER	INVOICE DATE	INVOICE	BEGINNING BALANCE	SHIPPED	RETURNED	ENDING BALANCE	LEASED CYLINDERS	DAYS	BALANCE	CYLINDER RATE	EXTENDED AMOUNT
				PO:	621887										
D	251		OXYGEN H.P. CYLINDER		TOTALS	--->	7	0	0	7	0	210		.195	40.95
D	A4		ACETYLENE 145 CUFT		TOTALS	--->	7	0	0	7	0	210		.195	40.95
M	ZHZ		CYLINDER HAZARDOUS M		TOTALS	--->	0	0	0	0	0		0	7.37	7.37

NEW MESSAGE:

WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS.

PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

GM
Roel Davila

3-1200-431-0122-006-0-442
PO#6860464

INVOICE RECEIVED BY: Clay ON 7/5/13

GOODS/SERVICES RECEIVED BY: Mullan ON 6/30/13

TAX: .00

RENT METHOD		TOTAL VALUE OF CYLINDERS	TOTAL	
M - MONTHLY	MD - MONTHLY DEMURRAGE	3811.15		89.27
D - DAILY	DD - DAILY DEMURRAGE			
PD - PEAK DAILY	PM - PEAK MONTHLY			

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(3) Past due balances due Weldinghouse shall bear interest at the highest rate allowed by law.

(4) Payments due Weldinghouse shall be made at 705 N. Navigation, Corpus Christi, Nueces County, Texas 78408

(5) **"EXCEPT AS SET FORTH IN A SEPARATE WRITTEN WARRANTY SIGNED BY WELDINGHOUSE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, OTHER THAN MANUFACTURER'S WARRANTIES, IF ANY, APPLICABLE TO MERCHANDISE AND/OR EQUIPMENT PURCHASED FROM WELDINGHOUSE (OTHER THAN WARRANTIES OF TITLE) AND WELDINGHOUSE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATIONS, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE"**

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CYLINDER RENTAL INVOICE

WELDINGHOUSE INC.
SALES / SERVICE / RENTALS

INVOICE
00526029
PAGE NUMBER
1
INVOICE DATE
07/31/13
CUSTOMER
03105
BRANCH
051

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

BILL TO
HIDALGO COUNTY PCT. #2
300 WEST HALL ACRES SUITE G
PHARR TX 78577

SHIP TO
HIDALGO COUNTY PCT. #2
301 E. STATE STREET
REAR SHOP
PHARR TX 78577

RNT MTHD	RENT GRP	ITEM TAG ID	DESCRIPTION / PURCHASE ORDER / ORDER NUMBER	INVOICE DATE	INVOICE	BEGINNING BALANCE	SHIPPED	RETURNED	ENDING BALANCE	LEASED CYLINDERS	DAYS	BALANCE	CYLINDER RATE	EXTENDED AMOUNT
			PO:	621887										
D	251	- - - - - - - - - - - -	OXYGEN H.P. CYLINDER	TOTALS - - - - >		7	0	1	6	0	196		.195	38.22
D	A4	- - - - - - - - - - - -	ACETYLENE 145 CUFT	TOTALS - - - - >		7	0	0	7	0	217		.195	42.32
M	ZHZ	- - - - - - - - - - - -	CYLINDER HAZARDOUS M	TOTALS - - - - >		0	0	0	0	0		0	7.25	7.25

NEW MESSAGE:

WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS.

PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

Kept cylinders old 686092

PO # -1200-431-00-122-006-0-
Req #

INVOICE RECEIVED BY: Elizabeth Casias ON 8/5/13
GOODS/SERVICES RECEIVED BY: Ricardo Cuellar ON 7/31/13

3-1200-431-00-122-006-0-442
PO# 686464

2013 AUG 5 PM 1 28
PRECINCT NO. 2
HIDALGO COUNTY

TAX: .00

RENT METHOD		TOTAL VALUE OF CYLINDERS		
M - MONTHLY	MD - MONTHLY DEMURRAGE	3493.14	TOTAL	87.79
D - DAILY	DD - DAILY DEMURRAGE			
PD - PEAK DAILY	PM - PEAK MONTHLY			

ALL SALES ARE SUBJECT TO TERMS AND CONDITIONS AS FOLLOWS TO-WIT:

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(3) Past due balances due Weldinghouse shall bear interest at the highest rate allowed by law.

(4) Payments due Weldinghouse shall be made at 705 N. Navigation, Corpus Christi, Nueces County, Texas 78408

(5) **"EXCEPT AS SET FORTH IN A SEPARATE WRITTEN WARRANTY SIGNED BY WELDINGHOUSE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, OTHER THAN MANUFACTURER'S WARRANTIES, IF ANY, APPLICABLE TO MERCHANDISE AND/OR EQUIPMENT PURCHASED FROM WELDINGHOUSE (OTHER THAN WARRANTIES OF TITLE) AND WELDINGHOUSE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATIONS, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE"**

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CYLINDER RENTAL INVOICE

WELDINGHOUSE INC.
SALES / SERVICE / RENTALS

INVOICE
00528604
PAGE NUMBER
1
INVOICE DATE
08/31/13
CUSTOMER
03105
BRANCH
051

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

BILL TO
HIDALGO COUNTY PCT. #2
300 WEST HALL ACRES SUITE G
PHARR TX 78577

SHIP TO
HIDALGO COUNTY PCT. #2
301 E. STATE STREET
REAR SHOP
PHARR TX 78577

RNT MTHD	RENT GRP	ITEM TAG ID	DESCRIPTION PURCHASE ORDER ORDER NUMBER	INVOICE DATE	INVOICE	BEGINNING BALANCE	SHIPPED	RETURNED	ENDING BALANCE	LEASED CYLINDERS	DAYS	BALANCE	CYLINDER RATE	EXTENDED AMOUNT
			PO: 621887											
D	251	- - - - - - - - - - - -	OXYGEN H.P. CYLINDER	TOTALS - - - - >		6	0	0	6	0	186		.195	36.27
D	A4	- - - - - - - - - - - -	ACETYLENE 145 CUFT	TOTALS - - - - >		7	0	0	7	0	217		.195	42.32
M	ZHZ	- - - - - - - - - - - -	CYLINDER HAZARDOUS M	TOTALS - - - - >		0	0	0	0	0		0	7.07	7.07

NEW MESSAGE:

WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS.

PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

HIDALGO COUNTY PRECINCT NO. 2
2013 SEP 9 PM 4 39

PO # 0860464
3-1200-431-00-122-006.0-442
Req # 229944

INVOICE RECEIVED BY: _____ ON 9/10/13
GOODS/SERVICES RECEIVED BY: _____ ON 8/31/13

TAX: .00

RENT METHOD	TOTAL VALUE OF CYLINDERS	TOTAL	
M - MONTHLY MD - MONTHLY DEMURRAGE D - DAILY DD - DAILY DEMURRAGE PD - PEAK DAILY PM - PEAK MONTHLY	3493.14		85.66

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(4) Payments due Weldinghouse shall be made at 705 N. Navigation, Corpus Christi, Nueces County, Texas 78408

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CYLINDER RENTAL INVOICE

WELDINGHOUSE
SALES / SERVICE / RENTALS
INC.

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

INVOICE
00531143
PAGE NUMBER
1
INVOICE DATE
09/30/13
CUSTOMER
03105
BRANCH
051

BILL TO
HIDALGO COUNTY PCT. #2
300 WEST HALL ACRES SUITE G
PHARR TX 78577

SHIP TO
HIDALGO COUNTY PCT. #2
301 E. STATE STREET
REAR SHOP
PHARR TX 78577

PO: 621887

RNT MTHD	RENT GRP	ITEM TAG ID	DESCRIPTION PURCHASE ORDER / ORDER NUMBER	INVOICE DATE	INVOICE	BEGINNING BALANCE	SHIPPED	RETURNED	ENDING BALANCE	LEASED CYLINDERS	DAYS	BALANCE	CYLINDER RATE	EXTENDED AMOUNT
D	251	- - - - - - - - - -	OXYGEN H.P. CYLINDER	TOTALS - - - - >		6	0	0	6	0	180		.195	35.10
D	A4	- - - - - - - - - -	ACETYLENE 145 CUFT	TOTALS - - - - >		7	0	0	7	0	210		.195	40.95
M	ZHZ	- - - - - - - - - -	CYLINDER HAZARDOUS M	TOTALS - - - - >		0	0	0	0	0		0	6.84	6.84

NEW MESSAGE:

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PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

HIDALGO COUNTY
PRECINCT NO. 2
2013 OCT 7 AM 11 58

PO # 1864464
3-1200-431-00-122-0006 0-442
Req # 329444

INVOICE RECEIVED BY: Kay ON 10/7/13
GOODS/SERVICES RECEIVED BY: M Hinojosa ON 9/30/13

TAX: .00

RENT METHOD	TOTAL VALUE OF CYLINDERS		TOTAL
M - MONTHLY MD - MONTHLY DEMURRAGE D - DAILY DD - DAILY DEMURRAGE PD - PEAK DAILY PM - PEAK MONTHLY	3493.14	ALL SALES AND CHARGES ARE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE	82.89

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CYLINDER RENTAL INVOICE

INVOICE
00533891
PAGE NUMBER
1
INVOICE DATE
10/31/13
CUSTOMER
03105
BRANCH
051

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

BILL TO
HIDALGO COUNTY PCT. #2
300 WEST HALL ACRES SUITE G
PHARR TX 78577

SHIP TO
HIDALGO COUNTY PCT. #2
301 E. STATE STREET
REAR SHOP
PHARR TX 78577

RNT MTHD	RENT GRP	ITEM TAG ID	DESCRIPTION PURCHASE ORDER / ORDER NUMBER	INVOICE DATE	INVOICE	BEGINNING BALANCE	SHIPPED	RETURNED	ENDING BALANCE	LEASED CYLINDERS	DAYS	BALANCE	CYLINDER RATE	EXTENDED AMOUNT
			PO:	621887										
D	251	- - - - - - - - -	- - - - OXYGEN H.P. CYLINDER	TOTALS - - - - >		6	0	0	6	0	186		.195	36.27
D	A4	- - - - - - - - -	- - - - ACETYLENE 145 CUFT	TOTALS - - - - >		7	0	0	7	0	217		.195	42.32
M	ZHZ	- - - - - - - - -	- - - - CYLINDER HAZARDOUS M	TOTALS - - - - >		0	0	0	0	0		0	7.07	7.07

NEW MESSAGE:

WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS.

PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

PO # 0864464
3-1200-431-00-122-0006-442
Req # 229444

INVOICE RECEIVED BY:
ON 01/15/14

GOODS/SERVICES RECEIVED BY:
E. Pacheco ON 10/31/13

2014 JAN 15 PM 4 18
HIDALGO COUNTY
PRECINCT NO. 2

TAX: .00

RENT METHOD	TOTAL VALUE OF CYLINDERS		
M - MONTHLY MD - MONTHLY DEMURRAGE D - DAILY DD - DAILY DEMURRAGE PD - PEAK DAILY PM - PEAK MONTHLY	3493.14	ALL SALES AND CHARGES ARE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE	TOTAL 85.66

CYLINDER RENTAL INVOICE

WELDINGHOUSE INC.
SALES / SERVICE / RENTALS

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

HIDALGO COUNTY
PRECINCT NO. 2
2013 DEC 6 PM 12 15

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

INVOICE
00536216
PAGE NUMBER
1
INVOICE DATE
11/30/13
CUSTOMER
03105
BRANCH
051

BILL TO
HIDALGO COUNTY PCT. #2
300 WEST HALL ACRES SUITE G
PHARR TX 78577

SHIP TO
HIDALGO COUNTY PCT. #2
301 E. STATE STREET
REAR SHOP
PHARR TX 78577

RNT MTHD	RENT GRP	ITEM TAG ID	DESCRIPTION	PURCHASE ORDER / ORDER NUMBER	INVOICE DATE	INVOICE	BEGINNING BALANCE	SHIPPED	RETURNED	ENDING BALANCE	LEASED CYLINDERS	DAYS	BALANCE	CYLINDER RATE	EXTENDED AMOUNT
				PO:	621887										
D	251	- - - - - - - - - -	OXYGEN H.P. CYLINDER	TOTALS - - - - >			6	0	0	6	0	180		.195	35.10
D	A4	- - - - - - - - - -	ACETYLENE 145 CUFT	TOTALS - - - - >			7	0	0	7	0	210		.195	40.95
M	ZHZ	- - - - - - - - - -	CYLINDER HAZARDOUS M	TOTALS - - - - >			0	0	0	0	0		0	6.84	6.84

NEW MESSAGE:

WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS.

PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

PO # 686464
3-1200-431-00-122-006-0-442
Req # 221444

INVOICE RECEIVED BY:
CA ON 12/10/13
GOODS/SERVICES RECEIVED BY:
E. Pacheco ON 11/30/13

TAX: .00

RENT METHOD		TOTAL VALUE OF CYLINDERS		TOTAL
M - MONTHLY	MD - MONTHLY DEMURRAGE	3493.14	ALL SALES AND CHARGES ARE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE	82.89
D - DAILY	DD - DAILY DEMURRAGE			
PD - PEAK DAILY	PM - PEAK MONTHLY			

ALL SALES ARE SUBJECT TO TERMS AND CONDITIONS AS FOLLOWS TO-WIT:

(1) **TERMS: Payment in full on each invoice due 30 days from invoice date, unless stated otherwise on the face of this document.**

(2) Unless specified otherwise, all sales are F.O.B. point of shipment. Title to the goods and risk of loss shall pass to the buyer subject to Weldinghouse's right of stoppage in transit to secure payment of the sales price for the goods.

(3) Past due balances due Weldinghouse shall bear interest at the highest rate allowed by law.

(4) Payments due Weldinghouse shall be made at 705 N. Navigation, Corpus Christi, Nueces County, Texas 78408

(5) **"EXCEPT AS SET FORTH IN A SEPARATE WRITTEN WARRANTY SIGNED BY WELDINGHOUSE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, OTHER THAN MANUFACTURER'S WARRANTIES, IF ANY, APPLICABLE TO MERCHANDISE AND/OR EQUIPMENT PURCHASED FROM WELDINGHOUSE (OTHER THAN WARRANTIES OF TITLE) AND WELDINGHOUSE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATIONS, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE"**

(6) This Document may show a Hazardous Materials Fee and/or Delivery Charge. This Fee or charge is not mandated by any Federal, State, or local government entity and is in fact retained by Weldinghouse. Although Weldinghouse has made no attempt to quantify the actual cost of compliance with government regulations or cost of delivery, Weldinghouse intends that this fee is an effort to recoup those estimated additional costs.

ALL EQUIPMENT RENTALS ARE SUBJECT TO TERMS AND CONDITIONS AS FOLLOWS:

Customer as lessee, leases the equipment more fully described on the reverse side hereof, from Weldinghouse, Inc. (hereinafter "Weldinghouse"), as Lessor, and Customer agrees that (1) Customer has received all of the equipment described on the reverse side hereof in good operating condition: (2) Customer agrees that he/it shall use said equipment in a skillful and workmanlike manner and shall not injure or abuse the same; (3) Customer shall protect and indemnify Weldinghouse against all loss, injury or damage to any or all of said equipment, whether due to act of God, negligence of others, accident, casualty, or due to any other cause, it being that Customer is and shall be a full insurer of said equipment; (4) Customer at his/its own cost and expense, shall insure and keep insured, in companies acceptable to Weldinghouse, all of said equipment against loss or damage by fire, theft, explosion, accident or other casualties and shall furnish original or copies of all such policies, together with proof of timely payment of premiums, to Weldinghouse (all such policies shall be endorsed in favor of Weldinghouse as its interests may appear); (5) Upon termination of this equipment rental agreement, Customer shall return all of said equipment to Weldinghouse at 705 N. Navigation, Corpus Christi, Nueces County, Texas 78408, at Customer's cost and expense, in the same condition as when originally picked up by the Customer or delivered to Customer's designated location, normal wear and tear and depreciation due to normal use excepted, but nothing herein contained shall limit liability of Customer as full insurer as otherwise provided in (3) above; and (6) if Customer defaults under this equipment rental agreement, Weldinghouse, without notice, may re-take possession of any or all of said equipment, wherever located, to the extent allowed by law, without liability for trespass, conversion or damages; (7) title to all of said equipment shall be and remain solely in Weldinghouse; (8) **CUSTOMER ACKNOWLEDGES THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND APPLICABLE TO ALL OR ANY PART OF THE EQUIPMENT RENTED PURSUANT TO THIS AGREEMENT AND WELDINGHOUSE DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE;** (9) This equipment rental agreement evidences a lease of the equipment described on the reverse side hereof and not a security interest in same.

CYLINDER RENTAL INVOICE

WELDINGHOUSE INC.
SALES / SERVICE / RENTALS

INVOICE
00538508
PAGE NUMBER
1
INVOICE DATE
12/31/13
CUSTOMER
03105
BRANCH
051

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

BILL TO
HIDALGO COUNTY PCT. #2
300 WEST HALL ACRES SUITE G
PHARR TX 78577

SHIP TO
HIDALGO COUNTY PCT. #2
301 E. STATE STREET
REAR SHOP
PHARR TX 78577

RNT MTHD	RENT GRP	ITEM TAG ID	DESCRIPTION PURCHASE ORDER ORDER NUMBER	INVOICE DATE	INVOICE	BEGINNING BALANCE	SHIPPED	RETURNED	ENDING BALANCE	LEASED CYLINDERS	DAYS	BALANCE	CYLINDER RATE	EXTENDED AMOUNT
			PO: 621887											
D	251	- - - - - - - - - -	OXYGEN H.P. CYLINDER	TOTALS - - - - >		6	0	0	6	0	186		.195	36.27
D	A4	- - - - - - - - - -	ACETYLENE 145 CUFT	TOTALS - - - - >		7	0	0	7	0	217		.195	42.32
M	ZHZ	- - - - - - - - - -	CYLINDER HAZARDOUS M	TOTALS - - - - >		0	0	0	0	0		0	7.07	7.07

NEW MESSAGE:

WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS.

PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

PO # 6864464
3-1200-431-00-122-0060-442
Req # 229444

HIDALGO COUNTY
PRECINCT NO. 2
2014 JAN 6 PM 2 42

INVOICE RECEIVED BY: _____ ON 1/6/14
GOODS/SERVICES RECEIVED BY: _____ ON 12/31/13

TAX: .00

RENT METHOD	TOTAL VALUE OF CYLINDERS		
M - MONTHLY MD - MONTHLY DEMURRAGE D - DAILY DD - DAILY DEMURRAGE PD - PEAK DAILY PM - PEAK MONTHLY	3493.14	ALL SALES AND CHARGES ARE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE	TOTAL 85.66

ALL SALES ARE SUBJECT TO TERMS AND CONDITIONS AS FOLLOWS TO-WIT:

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ORIGINAL INVOICE

WELDINGHOUSE INC.
SALES / SERVICE / RENTALS

PLEASE INCLUDE THESE NUMBERS WITH YOUR PAYMENT TO INSURE PROPER CREDIT

DATE	ACCT. NO.	INVOICE NUMBER
05/21/13	02783	00519622

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
(956) 682-6844
FAX:(956) 631-8749

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
(361) 883-8308 FAX:(361) 888-6010

SOLD TO
HIDALGO COUNTY WIDE SHOP
300 W. HALL ACRES ROAD SUITE G
PHARR TX 78577

SHIP TO
HIDALGO COUNTY WIDE SHOP
300 W. HALL ACRES ROAD SUITE G
PHARR TX 78577

ORDER NUMBER	ORDER DATE	CUSTOMER ORDER NUMBER	LOC	SLS #	TERR #	SHIP VIA	TERMS	INITIALS	PAGE
00471828-00	05/14/13	HENRY	051	210	210	WILL CALL	Net 30 Days	DV	1

ITEM	QTY SHIP'D	QTY B/O	CYLINDER SHP'D	CYLINDER RET'D	DESCRIPTION	UOM	UNIT PRICE	AMOUNT
** Location:	5 **							
OXY251	1	0	1	1	OXYGEN, COMPRESSED	CYL	9.93	9.93
					HAZARD CLASS 2.2			
					VOL: 251			
					MSDS SHEETS AVAILABLE UPON REQUEST			
					Tag ID: NK03501	(Ship)		
					Tag ID: 11T796158	(Return)		
					NEW MESSAGE:			
					WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS.			
					PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308			
					ASK FOR DEBBI OR MARISELA			
					THANK YOU			
					Subtotal			9.93
					TOTAL CYLINDERS SHIPPED: 1 RETURNED: 1			

PO # 3-1200-431-00-122-004-0442
Req # 6

INVOICE RECEIVED BY: _____ ON 5/24/13
GOODS/SERVICES RECEIVED BY: _____ ON 5/21/13

TAXABLE AMOUNT		AMOUNT THIS INVOICE INCLUDING TAX
0.00	ALL SALES AND CHARGES ARE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE	9.93

ALL SALES ARE SUBJECT TO TERMS AND CONDITIONS AS FOLLOWS TO-WIT:

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CYLINDER RENTAL INVOICE

WELDINGHOUSE INC.
SALES / SERVICE / RENTALS

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

INVOICE
00520750
PAGE NUMBER
1
INVOICE DATE
05/31/13
CUSTOMER
02783
BRANCH
051

BILL TO
HIDALGO COUNTY WIDE SHOP
300 W. HALL ACRES ROAD SUITE G
PHARR TX 78577

SHIP TO
HIDALGO COUNTY WIDE SHOP
300 W. HALL ACRES ROAD SUITE G
PHARR TX 78577

RNT MTHD	RENT GRP	ITEM TAG ID	DESCRIPTION PURCHASE ORDER	ORDER NUMBER	INVOICE DATE	INVOICE	BEGINNING BALANCE	SHIPPED	RETURNED	ENDING BALANCE	LEASED CYLINDERS	DAYS	BALANCE	CYLINDER RATE	EXTENDED AMOUNT
D	251	- - - - - - - - -	- - - - -	OXYGEN H.P. CYLINDER	TOTALS	- - - - >	1	1	1	1	0	31		.195	6.05
D	A4	- - - - - - - - -	- - - - -	ACETYLENE 145 CUFT	TOTALS	- - - - >	1	0	0	1	0	31		.195	6.05
M	ZHZ	- - - - - - - - -	- - - - -	CYLINDER HAZARDOUS M	TOTALS	- - - - >	0	0	0	0	0		0	1.09	1.09

NEW MESSAGE:

WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS.

PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

PO # B-1200-431-001-122-004-0442
Req # 6

INVOICE RECEIVED BY: Elizabeth Casas ON 6/7/13
GOODS/SERVICES RECEIVED BY: Ramiro Hinojosa ON 5/31/13

TAX: .00

RENT METHOD		TOTAL VALUE OF CYLINDERS
M - MONTHLY	MD - MONTHLY DEMURRAGE	544.45
D - DAILY	DD - DAILY DEMURRAGE	
PD - PEAK DAILY	PM - PEAK MONTHLY	

ALL SALES AND CHARGES ARE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE

TOTAL 13.19

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CYLINDER RENTAL INVOICE

WELDINGHOUSE INC.
SALES / SERVICE / RENTALS

INVOICE
00523308
PAGE NUMBER
1
INVOICE DATE
06/30/13
CUSTOMER
02783
BRANCH
051

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

BILL TO
HIDALGO COUNTY WIDE SHOP
300 W. HALL ACRES ROAD SUITE G
PHARR TX 78577

SHIP TO
HIDALGO COUNTY WIDE SHOP
300 W. HALL ACRES ROAD SUITE G
PHARR TX 78577

RNT MTHD	RENT GRP	ITEM TAG ID	DESCRIPTION	PURCHASE ORDER	ORDER NUMBER	INVOICE DATE	INVOICE	BEGINNING BALANCE	SHIPPED	RETURNED	ENDING BALANCE	LEASED CYLINDERS	DAYS	BALANCE	CYLINDER RATE	EXTENDED AMOUNT
D	251	- - - - - - - - -	OXYGEN H.P. CYLINDER			TOTALS	- - - - >	1	0	0	1	0	30		.195	5.85
D	A4	- - - - - - - - -	ACETYLENE 145 CUFT			TOTALS	- - - - >	1	0	0	1	0	30		.195	5.85
M	ZHZ	- - - - - - - - -	CYLINDER HAZARDOUS M			TOTALS	- - - - >	0	0	0	0	0		0	1.05	1.05

NEW MESSAGE:

WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS.

PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

PO # 1
3-1200-431-00-122-004-0-442
Req # 6

INVOICE RECEIVED BY: May ON 7/5/13

GOODS/SERVICES RECEIVED BY: Reynaldo Nieto ON 6/30/13

TAX: .00

RENT METHOD		TOTAL VALUE OF CYLINDERS		TOTAL	12.75
M - MONTHLY	MD - MONTHLY DEMURRAGE	544.45			
D - DAILY	DD - DAILY DEMURRAGE				
PD - PEAK DAILY	PM - PEAK MONTHLY				

ALL SALES ARE SUBJECT TO TERMS AND CONDITIONS AS FOLLOWS TO-WIT:

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(2) Unless specified otherwise, all sales are F.O.B. point of shipment. Title to the goods and risk of loss shall pass to the buyer subject to Weldinghouse's right of stoppage in transit to secure payment of the sales price for the goods.

(3) Past due balances due Weldinghouse shall bear interest at the highest rate allowed by law.

(4) Payments due Weldinghouse shall be made at 705 N. Navigation, Corpus Christi, Nueces County, Texas 78408

(5) "EXCEPT AS SET FORTH IN A SEPARATE WRITTEN WARRANTY SIGNED BY WELDINGHOUSE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, OTHER THAN MANUFACTURER'S WARRANTIES, IF ANY, APPLICABLE TO MERCHANDISE AND/OR EQUIPMENT PURCHASED FROM WELDINGHOUSE (OTHER THAN WARRANTIES OF TITLE) AND WELDINGHOUSE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATIONS, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE"

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ALL EQUIPMENT RENTALS ARE SUBJECT TO TERMS AND CONDITIONS AS FOLLOWS:

Customer as lessee, leases the equipment more fully described on the reverse side hereof, from Weldinghouse, Inc. (hereinafter "Weldinghouse"), as Lessor, and Customer agrees that (1) Customer has received all of the equipment described on the reverse side hereof in good operating condition: (2) Customer agrees that he/it shall use said equipment in a skillful and workmanlike manner and shall not injure or abuse the same; (3) Customer shall protect and indemnify Weldinghouse against all loss, injury or damage to any or all of said equipment, whether due to act of God, negligence of others, accident, casualty, or due to any other cause, it being that Customer is and shall be a full insurer of said equipment; (4) Customer at his/its own cost and expense, shall insure and keep insured, in companies acceptable to Weldinghouse, all of said equipment against loss or damage by fire, theft, explosion, accident or other casualties and shall furnish original or copies of all such policies, together with proof of timely payment of premiums, to Weldinghouse (all such policies shall be endorsed in favor of Weldinghouse as its interests may appear); (5) Upon termination of this equipment rental agreement, Customer shall return all of said equipment to Weldinghouse at 705 N. Navigation, Corpus Christi, Nueces County, Texas 78408, at Customer's cost and expense, in the same condition as when originally picked up by the Customer or delivered to Customer's designated location, normal wear and tear and depreciation due to normal use excepted, but nothing herein contained shall limit liability of Customer as full insurer as otherwise provided in (3) above; and (6) if Customer defaults under this equipment rental agreement, Weldinghouse, without notice, may re-take possession of any or all of said equipment, wherever located, to the extent allowed by law, without liability for trespass, conversion or damages; (7) title to all of said equipment shall be and remain solely in Weldinghouse; (8) **CUSTOMER ACKNOWLEDGES THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND APPLICABLE TO ALL OR ANY PART OF THE EQUIPMENT RENTED PURSUANT TO THIS AGREEMENT AND WELDINGHOUSE DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE;** (9) This equipment rental agreement evidences a lease of the equipment described on the reverse side hereof and not a security interest in same.

CYLINDER RENTAL INVOICE

WELDINGHOUSE
SALES / SERVICE / RENTALS
INC.

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

INVOICE
00525974
PAGE NUMBER
1
INVOICE DATE
07/31/13
CUSTOMER
02783
BRANCH
051

BILL TO
HIDALGO COUNTY WIDE SHOP
300 W. HALL ACRES ROAD SUITE G
PHARR TX 78577

SHIP TO
HIDALGO COUNTY WIDE SHOP
300 W. HALL ACRES ROAD SUITE G
PHARR TX 78577

RNT MTHD	RENT GRP	ITEM TAG ID	DESCRIPTION PURCHASE ORDER	ORDER NUMBER	INVOICE DATE	INVOICE	BEGINNING BALANCE	SHIPPED	RETURNED	ENDING BALANCE	LEASED CYLINDERS	DAYS	BALANCE	CYLINDER RATE	EXTENDED AMOUNT
D	251	- - - - - - - - -	- - - -	OXYGEN H.P. CYLINDER	TOTALS	- - - - >	1	0	0	1	0	31		.195	6.05
D	A4	- - - - - - - - -	- - - -	ACETYLENE 145 CUFT	TOTALS	- - - - >	1	0	1	0	0	10		.195	1.95
M	ZHZ	- - - - - - - - -	- - - -	CYLINDER HAZARDOUS M	TOTALS	- - - - >	0	0	0	0	0		0	.72	.72

NEW MESSAGE:

WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS.

PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

PO # 3-1200-431-00-122-004-0442
Req #

INVOICE RECEIVED BY: Elizabeth Casas ON 8/5/13
GOODS/SERVICES RECEIVED BY: Remigio Huerta ON 7/31/13

Vender claims that Pct. 2 was suppose to drop off cylinders after Contract expired (6/28/13) but were not dropped off till end of month.

2013 AUG 5 PM 1 28
HIDALGO COUNTY
PRECINCT NO. 2

TAX: .00

RENT METHOD	TOTAL VALUE OF CYLINDERS	TOTAL	
M - MONTHLY MD - MONTHLY DEMURRAGE D - DAILY DD - DAILY DEMURRAGE PD - PEAK DAILY PM - PEAK MONTHLY	318.01		8.72

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CYLINDER RENTAL INVOICE

WELDINGHOUSE INC.
SALES / SERVICE / RENTALS

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

INVOICE
00528552
PAGE NUMBER
1
INVOICE DATE
08/31/13
CUSTOMER
02783
BRANCH
051

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

BILL TO
HIDALGO COUNTY WIDE SHOP
300 W. HALL ACRES ROAD SUITE G
PHARR TX 78577

SHIP TO
HIDALGO COUNTY WIDE SHOP
300 W. HALL ACRES ROAD SUITE G
PHARR TX 78577

RNT MTHD	RENT GRP	ITEM TAG ID	DESCRIPTION PURCHASE ORDER / ORDER NUMBER	INVOICE DATE	INVOICE	BEGINNING BALANCE	SHIPPED	RETURNED	ENDING BALANCE	LEASED CYLINDERS	DAYS	BALANCE	CYLINDER RATE	EXTENDED AMOUNT
D	251	- - - - - - - - - -	OXYGEN H.P. CYLINDER	TOTALS	- - - - >	1	0	0	1	0	31		.195	6.05
M	ZHZ	- - - - - - - - - -	CYLINDER HAZARDOUS M	TOTALS	- - - - >	0	0	0	0	0		0	.54	.54

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ASK FOR DEBBI OR MARISELA

THANK YOU

HIDALGO COUNTY PRECINCT NO. 2
2013 SEP 9 PM 4 39

PO # 3-1200-431-00-122-004-0-442
Req #

INVOICE RECEIVED BY: _____ ON 9/10/13

GOODS/SERVICES RECEIVED BY: 10 Suite ON 8/31/13

TAX: .00

RENT METHOD	TOTAL VALUE OF CYLINDERS		
M - MONTHLY MD - MONTHLY DEMURRAGE D - DAILY DD - DAILY DEMURRAGE PD - PEAK DAILY PM - PEAK MONTHLY	318.01	TOTAL	6.59

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CYLINDER RENTAL INVOICE

WELDINGHOUSE INC.
SALES / SERVICE / RENTALS

INVOICE
00531092
PAGE NUMBER
1
INVOICE DATE
09/30/13
CUSTOMER
02783
BRANCH
051

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

BILL TO
HIDALGO COUNTY WIDE SHOP
300 W. HALL ACRES ROAD SUITE G
PHARR TX 78577

SHIP TO
HIDALGO COUNTY WIDE SHOP
300 W. HALL ACRES ROAD SUITE G
PHARR TX 78577

RNT MTHD	RENT GRP	ITEM TAG ID	DESCRIPTION PURCHASE ORDER	ORDER NUMBER	INVOICE DATE	INVOICE	BEGINNING BALANCE	SHIPPED	RETURNED	ENDING BALANCE	LEASED CYLINDERS	DAYS	BALANCE	CYLINDER RATE	EXTENDED AMOUNT
D	251	- - - - - - - - - - - -	OXYGEN H.P. CYLINDER		TOTALS	- - - - >	1	0	0	1	0	30		.195	5.85
M	ZHZ	- - - - - - - - - - - -	CYLINDER HAZARDOUS M		TOTALS	- - - - >	0	0	0	0	0		0	.53	.53

NEW MESSAGE:

WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS.

PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

HIDALGO COUNTY
PRECINCT NO. 2
2013 OCT 7 AM 11 58

INVOICE RECEIVED BY: _____ ON 10/7/13

GOODS/SERVICES RECEIVED BY: _____ ON 9/30/13

PO # 3-1200-431-00-122-004-0-442
Req #

TAX: .00

RENT METHOD		TOTAL VALUE OF CYLINDERS
M - MONTHLY	MD - MONTHLY DEMURRAGE	318.01
D - DAILY	DD - DAILY DEMURRAGE	
PD - PEAK DAILY	PM - PEAK MONTHLY	

ALL SALES AND CHARGES ARE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE

TOTAL 6.38

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CYLINDER RENTAL INVOICE

INVOICE
00533839
PAGE NUMBER
1
INVOICE DATE
10/31/13
CUSTOMER
02783
BRANCH
051

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

BILL TO
HIDALGO COUNTY WIDE SHOP
300 W. HALL ACRES ROAD SUITE G
PHARR TX 78577

SHIP TO
HIDALGO COUNTY WIDE SHOP
300 W. HALL ACRES ROAD SUITE G
PHARR TX 78577

RNT MTHD	RENT GRP	ITEM TAG ID	DESCRIPTION PURCHASE ORDER / ORDER NUMBER	INVOICE DATE	INVOICE	BEGINNING BALANCE	SHIPPED	RETURNED	ENDING BALANCE	LEASED CYLINDERS	DAYS	BALANCE	CYLINDER RATE	EXTENDED AMOUNT
D	251	- - - - - - - - -	- - - - OXYGEN H.P. CYLINDER	TOTALS - - - - >		1	0	0	1	0	31		.195	6.05
M	ZHZ	- - - - - - - - -	- - - - CYLINDER HAZARDOUS M	TOTALS - - - - >		0	0	0	0	0		0	.54	.54

NEW MESSAGE:

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PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

HIDALGO COUNTY PRECINCT NO. 2
2014 JAN 15 PM 4 18

INVOICE RECEIVED BY: _____ ON 01/15/14

GOODS/SERVICES RECEIVED BY: K. Huerta ON 10/31/13

PO # 3-1200-431-00-122-004-0-442
Req # _____

TAX: .00

RENT METHOD		TOTAL VALUE OF CYLINDERS		
M - MONTHLY	MD - MONTHLY DEMURRAGE	318.01	ALL SALES AND CHARGES ARE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE	TOTAL 6.59
D - DAILY	DD - DAILY DEMURRAGE			
PD - PEAK DAILY	PM - PEAK MONTHLY			

CYLINDER RENTAL INVOICE

WELDINGHOUSE INC.
SALES / SERVICE / RENTALS

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

INVOICE
00536164
PAGE NUMBER
1
INVOICE DATE
11/30/13
CUSTOMER
02783
BRANCH
051

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

HIDALGO COUNTY
PRECINCT NO. 2
2013 DEC 6 PM 12:15

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

BILL TO
HIDALGO COUNTY WIDE SHOP
300 W. HALL ACRES ROAD SUITE G
PHARR TX 78577

SHIP TO
HIDALGO COUNTY WIDE SHOP
300 W. HALL ACRES ROAD SUITE G
PHARR TX 78577

RNT MTHD	RENT GRP	ITEM TAG ID	DESCRIPTION PURCHASE ORDER	ORDER NUMBER	INVOICE DATE	INVOICE	BEGINNING BALANCE	SHIPPED	RETURNED	ENDING BALANCE	LEASED CYLINDERS	DAYS	BALANCE	CYLINDER RATE	EXTENDED AMOUNT
D	251	- - - - - - - - -	- - - -	OXYGEN H.P. CYLINDER	TOTALS	- - - - >	1	0	0	1	0	30		.195	5.85
M	ZHZ	- - - - - - - - -	- - - -	CYLINDER HAZARDOUS M	TOTALS	- - - - >	0	0	0	0	0		0	.53	.53

NEW MESSAGE:

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PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

INVOICE RECEIVED BY: _____ ON 12/6/13

GOODS/SERVICES RECEIVED BY: R. Huerta ON 11/30/13

PO # 3-1200-431-00-122-004-0-442
Req # _____

TAX: .00

RENT METHOD	TOTAL VALUE OF CYLINDERS		
M - MONTHLY MD - MONTHLY DEMURRAGE D - DAILY DD - DAILY DEMURRAGE PD - PEAK DAILY PM - PEAK MONTHLY	318.01	ALL SALES AND CHARGES ARE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE	TOTAL 6.38

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Customer as lessee, leases the equipment more fully described on the reverse side hereof, from Weldinghouse, Inc. (hereinafter "Weldinghouse"), as Lessor, and Customer agrees that (1) Customer has received all of the equipment described on the reverse side hereof in good operating condition: (2) Customer agrees that he/it shall use said equipment in a skillful and workmanlike manner and shall not injure or abuse the same; (3) Customer shall protect and indemnify Weldinghouse against all loss, injury or damage to any or all of said equipment, whether due to act of God, negligence of others, accident, casualty, or due to any other cause, it being that Customer is and shall be a full insurer of said equipment, (4) Customer at his/its own cost and expense, shall insure and keep insured, in companies acceptable to Weldinghouse, all of said equipment against loss or damage by fire, theft, explosion, accident or other casualties and shall furnish original or copies of all such policies, together with proof of timely payment of premiums, to Weldinghouse (all such policies shall be endorsed in favor of Weldinghouse as its interests may appear); (5) Upon termination of this equipment rental agreement, Customer shall return all of said equipment to Weldinghouse at 705 N. Navigation, Corpus Christi, Nueces County, Texas 78408, at Customer's cost and expense, in the same condition as when originally picked up by the Customer or delivered to Customer's designated location, normal wear and tear and depreciation due to normal use excepted, but nothing herein contained shall limit liability of Customer as full insurer as otherwise provided in (3) above; and (6) if Customer defaults under this equipment rental agreement, Weldinghouse, without notice, may re-take possession of any or all of said equipment, wherever located, to the extent allowed by law, without liability for trespass, conversion or damages; (7) title to all of said equipment shall be and remain solely in Weldinghouse; (8) **CUSTOMER ACKNOWLEDGES THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND APPLICABLE TO ALL OR ANY PART OF THE EQUIPMENT RENTED PURSUANT TO THIS AGREEMENT AND WELDINGHOUSE DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE;** (9) This equipment rental agreement evidences a lease of the equipment described on the reverse side hereof and not a security interest in same.

CYLINDER RENTAL INVOICE

WELDINGHOUSE INC.
SALES / SERVICE / RENTALS

INVOICE
00538456
PAGE NUMBER
1
INVOICE DATE
12/31/13
CUSTOMER
02783
BRANCH
051

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

BILL TO
HIDALGO COUNTY WIDE SHOP
300 W. HALL ACRES ROAD SUITE G
PHARR TX 78577

SHIP TO
HIDALGO COUNTY WIDE SHOP
300 W. HALL ACRES ROAD SUITE G
PHARR TX 78577

RNT MTHD	RENT GRP	ITEM TAG ID	DESCRIPTION PURCHASE ORDER ORDER NUMBER	INVOICE DATE	INVOICE	BEGINNING BALANCE	SHIPPED	RETURNED	ENDING BALANCE	LEASED CYLINDERS	DAYS	BALANCE	CYLINDER RATE	EXTENDED AMOUNT
D	251	- - - - - - - - -	- - - - OXYGEN H.P. CYLINDER	TOTALS	- - - - >	1	0	0	1	0	31		.195	6.05
M	ZHZ	- - - - - - - - -	- - - - CYLINDER HAZARDOUS M	TOTALS	- - - - >	0	0	0	0	0		0	.54	.54

NEW MESSAGE:

WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS.

PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

HIDALGO COUNTY PRECINCT NO. 2
2014 JAN 6 PM 2 42

3 PO # 1200-431-00-122-004-0-442
Req #

INVOICE RECEIVED BY: _____ ON 1/6/14
GOODS/SERVICES RECEIVED BY: M. Nieto ON 12/31/13

TAX: .00

RENT METHOD	TOTAL VALUE OF CYLINDERS		
M - MONTHLY MD - MONTHLY DEMURRAGE D - DAILY DD - DAILY DEMURRAGE PD - PEAK DAILY PM - PEAK MONTHLY	318.01	ALL SALES AND CHARGES ARE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE	TOTAL ▶	6.59

ALL SALES ARE SUBJECT TO TERMS AND CONDITIONS AS FOLLOWS TO-WIT:

(1) **TERMS: Payment in full on each invoice due 30 days from invoice date, unless stated otherwise on the face of this document.**

(2) Unless specified otherwise, all sales are F.O.B. point of shipment. Title to the goods and risk of loss shall pass to the buyer subject to Weldinghouse's right of stoppage in transit to secure payment of the sales price for the goods.

(3) Past due balances due Weldinghouse shall bear interest at the highest rate allowed by law.

(4) Payments due Weldinghouse shall be made at 705 N. Navigation, Corpus Christi, Nueces County, Texas 78408

(5) **"EXCEPT AS SET FORTH IN A SEPARATE WRITTEN WARRANTY SIGNED BY WELDINGHOUSE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, OTHER THAN MANUFACTURER'S WARRANTIES, IF ANY, APPLICABLE TO MERCHANDISE AND/OR EQUIPMENT PURCHASED FROM WELDINGHOUSE (OTHER THAN WARRANTIES OF TITLE) AND WELDINGHOUSE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATIONS, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE"**

(6) This Document may show a Hazardous Materials Fee and/or Delivery Charge. This Fee or charge is not mandated by any Federal, State, or local government entity and is in fact retained by Weldinghouse. Although Weldinghouse has made no attempt to quantify the actual cost of compliance with government regulations or cost of delivery, Weldinghouse intends that this fee is an effort to recoup those estimated additional costs.

ALL EQUIPMENT RENTALS ARE SUBJECT TO TERMS AND CONDITIONS AS FOLLOWS:

Customer as lessee, leases the equipment more fully described on the reverse side hereof, from Weldinghouse, Inc. (hereinafter "Weldinghouse"), as Lessor, and Customer agrees that (1) Customer has received all of the equipment described on the reverse side hereof in good operating condition: (2) Customer agrees that he/it shall use said equipment in a skillful and workmanlike manner and shall not injure or abuse the same; (3) Customer shall protect and indemnify Weldinghouse against all loss, injury or damage to any or all of said equipment, whether due to act of God, negligence of others, accident, casualty, or due to any other cause, it being that Customer is and shall be a full insurer of said equipment; (4) Customer at his/its own cost and expense, shall insure and keep insured, in companies acceptable to Weldinghouse, all of said equipment against loss or damage by fire, theft, explosion, accident or other casualties and shall furnish original or copies of all such policies, together with proof of timely payment of premiums, to Weldinghouse (all such policies shall be endorsed in favor of Weldinghouse as its interests may appear); (5) Upon termination of this equipment rental agreement, Customer shall return all of said equipment to Weldinghouse at 705 N. Navigation, Corpus Christi, Nueces County, Texas 78408, at Customer's cost and expense, in the same condition as when originally picked up by the Customer or delivered to Customer's designated location, normal wear and tear and depreciation due to normal use excepted, but nothing herein contained shall limit liability of Customer as full insurer as otherwise provided in (3) above; and (6) if Customer defaults under this equipment rental agreement, Weldinghouse, without notice, may re-take possession of any or all of said equipment, wherever located, to the extent allowed by law, without liability for trespass, conversion or damages; (7) title to all of said equipment shall be and remain solely in Weldinghouse; (8) **CUSTOMER ACKNOWLEDGES THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND APPLICABLE TO ALL OR ANY PART OF THE EQUIPMENT RENTED PURSUANT TO THIS AGREEMENT AND WELDINGHOUSE DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE;** (9) This equipment rental agreement evidences a lease of the equipment described on the reverse side hereof and not a security interest in same.

AI-42751 **Precinct #4** **16. A.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted For: Steven Cruz **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Approval of Agreement between the County of Hidalgo, Texas and North Alamo Water Supply Corporation
2. Approval of Modified Non-Standard Water/Sewer Service Agreement

BACKGROUND

Attachments

ICA

final

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/17/2014 04:40 PM
Glinda Pacheco	Glinda Pacheco	01/17/2014 05:10 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Monica Badillo Started On: 01/17/2014 04:32 PM

Final Approval Date: 01/17/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, TEXAS
AND NORTH ALAMO WATER SUPPLY CORPORATION

This AGREEMENT is made on this the ___day of _____, 2014, by and between **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", and the **NORTH ALAMO WATER SUPPLY CORPORATION,** hereinafter referred to as "North Alamo", pursuant to the provisions of Texas Water Code Section 67.010, as follows:

WHEREAS, County is a political subdivision of the State of Texas;

WHEREAS, County is the owner of certain real property in Hidalgo County, Texas located on Holmes Road to be known as "San Carlos Community Resource Center and Park", (the "SCCRC");

WHEREAS, County has determined that a lift station is required in order to provide sewer service to SCCRC'

WHEREAS, construction of the lift station is necessary for the operation of the SCCRC

WHEREAS, in accordance with Texas Water Code section 67.009, North Alamo may construct, acquire, lease, improve, extend or maintain a facility, plant, equipment or appliance helpful or necessary to provide more adequate sewer service for a political subdivision;

WHEREAS, County has determined that it is in its best interest for County to design the lift station and for North Alamo to construct the lift station;

WHEREAS, North Alamo is a non-profit water supply corporation; and holds a certificate of convenience and necessity ("CCN") for the area in which the SCCRC is located;

WHEREAS, County will design the lift station to include a wet well twenty (20) feet in depth and eight feet in width (the "Lift Station") and a six (6) inch diameter force main (the "Force Main");

WHEREAS, after North Alamo has constructed the Lift Station, and County has constructed the Force Main, and the construction has been accepted by North Alamo,

North Alamo will operate and maintain the Lift Station;

NOW THEREFORE, County and North Alamo, in consideration of North Alamo constructing operating and maintaining the Lift Station, and providing sanitary sewer service to the SCCRC and the mutual covenants expressed hereinafter, agree as follows:

1. County agrees that before North Alamo will be required to serve County's facilities in SCCRC with sewer service, County shall: 1) apply for and be approved for membership in North Alamo; 2) execute a Modified Subdivision Non-Standard Water/ Sewer Service Agreement; 3) file the fully approved plat of SCCRC and an original of this Agreement in the appropriate records of Hidalgo County, Texas; and 4) pay all required fees and costs to begin service. The aforementioned items are a condition precedent to North Alamo providing sewer service to SCCRC.

2. County shall submit the plat (the "Plat") of SCCRC prior to recording same to North Alamo, a copy of which is attached hereto as Exhibit A. North Alamo retains the right to approve any plat and construction plan as submitted or to require a change of size and/or location of any sewer line and service line cleanout.

3. No more than the SCCRC facilities referenced above, as reflected on the Plat, shall be served without the prior written approval of North Alamo.

4. Within thirty (30) days following execution of this Agreement, County agrees to show on the Plat the location of the Lift Station and the Force Main area which North Alamo may enter for so long as North Alamo provides sanitary sewer services to the SCCRC for the construction operation, repair and maintenance of the Lift Station and Force Main.

5. County will retain an engineer, at County's sole cost and expense, to prepare construction plans and specifications for the construction of the lift station containing a wet well twenty (20) feet in depth and eight (8) feet in width.

6. County agrees to provide a survey to North Alamo showing metes and bounds description for the licensed areas of the Lift Station and the Force Main as shown on the Plat and more particularly described on Exhibits A-1 and A-2 respectively attached hereto and set construction survey stakes to allow North Alamo or North Alamo's contractor to construct the Lift Station necessary to serve SCCRC within the licensed areas shown on the Plat.

7. Except for the Lift Station to be constructed within the licensed area shown on the Plat by North Alamo, County, at its own expense, agrees to install all sewer lines, facilities and appurtenances within the SCCRC (the "System"). County accepts the

sole and full responsibility for designating the location of the System. County shall obtain all permits from any governmental agency having jurisdiction that may be necessary for the installation of the System.

8. North Alamo will construct the Lift Station to its specifications, including any sizing and appurtenances necessary to serve the needs of the geographic area, including but not limited to the wet well, pump, controls, odor control system, and SCADA.

9. County, at County's sole cost and expense, will provide the electrical service connection to Lift Station.

10. North Alamo agrees to complete the construction of Lift Station described herein within 120 days following the delivery of plans and specifications prepared by County's engineer(s), which have been approved by North Alamo, subject to any time extensions agreed in writing by North Alamo and County.

11. In accordance with the construction plans hereinafter agreed upon by the parties to which reference is hereby made, County will construct the Force Main required to provide the sewer service as set forth under this Agreement within the licensed area shown on the Plat.

12. County will retain an engineer, at County's sole cost and expense, to prepare construction plans and specifications for the construction of the six (6) inch Force Main. County shall obtain all permits from any governmental agency having jurisdiction which may be necessary for the installation of the Force Main.

13. Upon North Alamo's approval of the construction plans and specifications for the Force Main, County will construct the Force Main to North Alamo's specifications, including any sizing and necessary appurtenances in accordance with approved plans.

14. County agrees to complete the construction of the Force Main described herein within 120 days following the delivery of plans and specification prepared by County's engineer(s) subject to any time extensions agreed to in writing by County and North Alamo.

15. As a condition for service, within thirty (30) days of execution of this Agreement, County will pay North Alamo the maximum sum of One Hundred Sixty Thousand and no/100ths Dollars ($160,000.00) to be used for the construction of the Lift Station. Upon completion, and within thirty (30) days after acceptance of the Lift Station by North Alamo, North Alamo will remit to County any sum of money to County not used in the construction of the Lift Station. North Alamo shall furnish County an accounting of the construction cost of the Lift Station, within thirty (30) days of the date of

completion of the Lift Station.

16. In addition to County's payment to North Alamo in numbered paragraph 15 herein, County shall pay North Alamo an amount not to exceed Twelve Thousand and no/100ths Dollars ($12,000.00) to reimburse North Alamo or its agent(s) for inspection and oversight of the construction of the Lift Station and County's construction of the Force Main.

17. Upon North Alamo submitting a tabulated bid form for the piping costs for the Force Main, County shall pay to North Alamo an amount equal to the cost of such bid. Upon North Alamo's receipt of payment of the bid amount by County, North Alamo will order the pipes, as quoted on the bid, for the Force Main project and deliver the said pipes to a location to be designated by County.

18. Each party shall conform to its applicable purchasing laws, regulations, policies, and procedures for its respective portion of the work performed under this Agreement.

19. County or its agents shall have the right to examine all records of North Alamo which are related to North Alamo's costs and expenses for construction of the Lift Station and costs incurred by North Alamo for the purchase of materials for the Force Main, including without limitation, all financial books and records, generated by or received by North Alamo or its contractor(s), subcontractors or any other related parties in connection with performance of this Agreement.

20. Following the construction and acceptance of the Lift Station by North Alamo, North Alamo will hold title to the equipment and structure constituting the Lift Station and County shall have no responsibility for the operation and maintenance of the Lift Station.

21. Upon North Alamo making the sewer service available to County as set forth in this Agreement, North Alamo will operate and maintain the Lift Station and permit County to discharge from SCCRC into North Alamo's sewer system and County shall pay the monthly minimum usage charges for such sewer service.

22. If and when the licensed areas shown on the Plat as Lift Station and Force Main and additionally described on Exhibits A-1 and A-2 attached hereto are ever used for purposes other than a sanitary sewer Lift Station or force main gravity line or are abandoned by North Alamo, its successors or assigns, the right to utilize or occupy such licensed real property as described on Exhibits A-1 and A-2, respectively, by North Alamo shall be null and void, and all rights of North Alamo to occupy such licensed areas shown on the Plat shall absolutely cease with all rights to such licensed areas denoted as Lift Station and Force Main shall revert to Grantor, its

successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such condition.

23. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and if there is any conflict between any provision of this Agreement and any 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 shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

24. **No Waiver:** No waiver by any party hereto of a breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

25. **Entire Agreement:** This Agreement contains the entire agreement 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 an agreement, in writing, executed by County and North Alamo, and not otherwise.

26. **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.

27. **Notice.** Except as may otherwise be 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 heretofore specified by written notice and delivered in accordance herewith:

If to North Alamo: North Alamo Water Supply Corporation
Attention: Stephen P. Sanchez, General Manager
420 5. Doolittle Road
Edinburg, Texas 78539

If to County:
Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78540-0758

With copy to:
Joseph Palacios, Commissioner Precinct No.4
1051 N. Doolittle Rd.
Edinburg, TX 78542

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.

28. **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.

29. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.

30. **Assignment.** This Agreement shall not be assignable.

31. **Headings.** The headings and captions contained in this Agreement are solely for reference convenience and shall not be deemed to affect the meaning or interpretation of any provision of any paragraph hereof.

32. **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.

33. **Authority to Execute.** The execution and performance of this Agreement by North Alamo and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of North Alamo and County in accordance with its terms.

34. **Governmental Purpose.** County 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.

35. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of County does not appropriate sufficient funds to meet the obligations of County under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. County 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.

The parties hereto agree this document may be filed in the Official Records of Hidalgo County, Texas.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

NORTH ALAMO WATER SUPPLY CORPORATION

_____
By: Steve D. Krenek Its:
President

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

(ACKNOWLEDGEMENT)

STATE OF TEXAS §

COUNTYOFHIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Ramon Garcia, Hidalgo County Judge known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the ____ day of_____, 2014.

_____
Notary Public State of Texas

(ACKNOWLEDGEMENT)

STATE OF TEXAS §

COUNTYOFHIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Steve D. Krenek, President of North Alamo Water Supply Corporation known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the ____ day of_____, 2014.

_____
Notary Public State of Texas

EXHIBIT A
Subdivision Plat

Lift Station Utility Easement
For North Alamo Water Supply Corporation
Exhibit A-1 Proposed Exclusive

STATE OF TEXAS
COUNTY OF HIDALGO



PROPOSED EXCLUSIVE LIFT STATION UTILIY EASEMENT FOR NORTH ALAMO WATER SUPPLY CORPORATION

BEING A 0.078 ACRE (3,397 S.F.) TRACT OF LAND LOCATED IN BLOCK NO. 10, SECTION NO. 260, OF THE TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 29 OF THE HIDALGO COUNTY MAP RECORDS (M.R.H.C.), TEXAS, OUT OF THAT CERTAIN CALLED 55.00 ACRE TRACT CONVEYED TO THE COUNTY OF HIDALGO AS RECORDED IN DOCUMENT NO. 1987997, OF THE HIDALGO COUNTY OFFICIAL RECORDS (O.R.H.C.), TEXAS, SAID 0.078 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point being on the proposed 15-foot wastewater easement, for the southwest corner of the proposed exclusive lift station utility easement, from which the northeast corner of Rankin Subdivision as recorded in Volume 21, Page 23 (M.R.H.C.), Texas, bears North 81°02'58" West, a distance of 6.50 feet to a point on the existing east right-of-way line "plat county road" also known as Holmes Road (40.00 feet r.o.w. width), THENCE, South 08°57'02" West, along said existing east right of way line of said Holmes Road, a distance of 719.42 feet to a point, THENCE, South 81°11'03" East, a distance of 372.19 feet to a found 1-inch iron pipe;

THENCE, North 08°57'02" East, along said 15-foot wastewater easement, being the west line of said proposed exclusive lift station utility easement, a distance of 50.00 feet to a point, for the northwest corner of this described easement;

THENCE, South 81°02'58" East, along the north line of said proposed exclusive lift station utility easement, a distance of 67.94 feet to a point, for the northeast corner of this described easement;

THENCE, South 08°57'02" West, parallel to said 15-foot wastewater easement, along the east line of said proposed exclusive lift station utility easement, a distance of 50.00 feet to a point, for the southeast corner of this described easement;

THENCE, North 81°02'58" West, along the south line of said proposed exclusive lift station utility, a distance of 67.94 feet to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.078 acre (3,397 S.F.), more or less.

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194

Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83.

A survey plat of even date was prepared and is made a part of this metes and bounds description.

The deed of records for the subject tract is recorded in Document No. 1987997 (O.R.H.C.), Texas.

STATE OF TEXAS
REGISTERED
JUAN M. CASTILLO
6146
PROFESSIONAL
LAND SURVEYOR
Dec 18, 2013

Juan M. Castillo, R.P.L.S. No. 6146

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194

Exhibit A-2
Proposed 15-Foot Wide Wastewater Easement

STATE OF TEXAS
COUNTY OF HIDALGO



PROPOSED 15-FOOT WIDE
WASTEWATER EASEMENT

BEING A 0.282 ACRE (12,595 S.F.) TRACT OF LAND LOCATED IN BLOCK NO. 10, SECTION NO. 260, OF THE TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 29 OF THE HIDALGO COUNTY MAP RECORDS (M.R.H.C.), TEXAS, OUT OF THAT CERTAIN CALLED 55.00 ACRE TRACT CONVEYED TO THE COUNTY OF HIDALGO AS RECORDED IN DOCUMENT NO. 1987997, OF THE HIDALGO COUNTY OFFICIAL RECORDS (O.R.H.C.), TEXAS, SAID 0.282 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point being on the existing east right of way line of Holmes Road (r.o.w. width varies), for the southeasterly corner of the proposed 15-foot wastewater easement, from which the northeast corner of Rankin Subdivision as recorded in Volume 21, Page 23 (M.R.H.C.), Texas, bears South 81°11'03" East, a distance of 365.69 feet to a found 1-inch iron pipe;

THENCE, North 81°11'03" West, along said existing east right of way line of said Holmes Road (r.o.w. width varies), at a distance of 6.50 feet pass the east right of way line "plat county road", also known as Holmes Road (40.00 feet wide), and continuing for a total distance of 15.00 feet to a point, for the southwest corner of this described easement;

THENCE, North 08°57'02" East, running parallel to the west boundary line of said Block No. 10, a distance of 819.64 feet to a point on the common line of said 55.00 acre tract and that certain called 10.135 acre tract of land conveyed Willard Fike, as recorded in Volume 3178, Page 838 (O.R.H.C.), Texas, for the northwest corner of this described easement;

THENCE, South 81°08'28" East, along said common line of said 55.00 acre tract and said 10.135 acre tract, a distance of 15.00 feet to a point, for the northeast corner of this described easement;

THENCE, South 08°57'02" West, running parallel to the west boundary line of said Lot 10, a distance of 819.63 feet to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.282 acre (12,295 S.F.), more or less.

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194

Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83.

A survey plat of even date was prepared and is made a part of this metes and bounds description.

The deed of records for the subject tract is recorded in Document No. 1987997 (O.R.H.C.), Texas.

Juan M. Castillo, R.P.L.S. No. 6146

STATE OF TEXAS
REGISTERED
JUAN M CASTILLO
6146
PROFESSIONAL
LAND SURVEYOR
Dec 16, 2013

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194

STATE OF TEXAS §
§ **MODIFIED NON-STANDARD**
§ **WATER/SEWER SERVICE AGREEMENT**
COUNTY OF HIDALGO §

THIS AGREEMENT ("Agreement"), made by and between **NORTH ALAMO WATER SUPPLY CORPORATION,** a Texas Corporation with offices in Hidalgo County, Texas, hereinafter called **"Corporation"** and **COUNTY OF HIDALGO**, hereinafter called **"County."**

W I T N E S S E T H

1. (a) **COUNTY** is the owner of that certain real property in Hidalgo County, referred to as the **SAN CARLOS COMMUNITY RESOURCE CENTER AND PARK,** hereinafter called **"SCCRC"**, a plat of which will be filed for record in the map records of Hidalgo County, Texas and more particularly described as follows:

A 55.00 acre tract out of Block No. 10, Section No. 260, of the Tex-Mex Railway Company's Subdivision recorded as of Hidalgo County Map Records, by (Warranty Deed?) of record at Document No. , Official Records, Hidalgo County, Texas.

(b) County agrees to deposit with Corporation all required fees and costs required to begin service (the **"Deposit"**) and to file the fully approved map of the SCCRC and an original of this Agreement in the appropriate records of Hidalgo County, Texas before Corporation is required to provide service. County agrees that before Corporation will be required to serve said SCCRC with service, County, , shall apply for membership in Corporation, be approved and execute a service agreement on a form acceptable to Corporation.

(c) This Agreement shall, in its entirety and with all supplements and amendments, be a limitation and restriction to the SCCRC , and shall be included in and become a part of all contracts of sale, deeds, or other instruments whereby title and possession are divested from County into any other party (the "Landowner"), and likewise into their successors in title to all or any part of the property in said SCCRC , and which shall be a covenant running with the property known as the SCCRC .

(d) The plat of the SCCRC shall be submitted to Corporation and shall comply with the following:

(i) The plat to be drawn by a Texas Registered Professional Engineer and show the total area to be developed, and include reference to known landmarks.
(ii) The plat and construction plans will show the location and size of all proposed water / sewer lines, gate valves, service lines and meter locations.
(iii)The plat will show all proposed development for the SCCRC , however, the SCCRC and its utility systems may be developed in stages as desired by the County, if the development is done in accordance with the approved plan for the entire SCCRC Any changes from the approved plan must be given written approval by Corporation.
(iv)Corporation has the right to approve any plat and construction plan as submitted or to require a change of the size and location of any sewer line, water line, service line or meter stop.

2. (a) County, for the benefit of the Corporation, does hereby agree to install sewer line, water lines, facilities and appurtenances in the SCCRC and to the extent necessary, outside of the SCCRC, in accordance with the construction plans agreed upon by the parties to which reference is hereby made. County agrees that the SCCRC shall be surveyed and construction survey stakes be set out so that Corporation's contractor will be able to install the lift station required for the System in accordance with the SCCRC plan and in the location required by County. County accepts the sole and full responsibility for designating the location of the System for installation. County shall obtain all permits from any governmental agency having jurisdiction which may be necessary for the installation of the System.

(b) County may perform its own construction or may hire an independent contractor to install the System other than the lift station. If County does its own construction or if County elects to hire an independent contractor, County or the contractor must be approved by Corporation and (i) the supervisor of the construction selected to install the System must posses a Grade "C" water distribution certificate issued by the Texas Commission on Environmental Quality , or its successor (**"TCEQ"**) or (ii) County must provide Corporation with certification that all construction was done as required by the rules of the TCEQ, made and signed by a Texas Registered Professional Engineer. County shall pay a $500.00 non-

refundable inspection fee to corporation prior to beginning construction of the System. Subject to that certain agreement between Corporation and County, County shall be wholly responsible for any and all costs for the installation of the System, source line, and other necessary appurtenances required to provide sewer and water service to the SCCRC . Corporation will not be required to deliver any water to the SCCRC , except for testing and inspection, until all costs of construction have been paid, an affidavit stating that all bills for the construction have been paid, is given to Corporation and any mechanics or material liens on the System, if any, have been removed.

(c) Upon completion, and after County has provided Corporation with an affidavit that all material suppliers, contractors, subcontractors, and laborers have been paid, as well as a release of liens from all material suppliers, contractors, subcontractors and laborers that contributed to the construction of the System, Corporation or its representative will inspect and test the System and when completed in accordance with Corporation's requirements, County will be notified that Corporation has accepted the System, at which time the System and related licensed areas are to become the property of Corporation. This Agreement shall be evidence of the transfer of the System from County to Corporation.

3. All parts of the System paid for by County for services to the SCCRC upon acceptance by Corporation, shall become the property of Corporation, and subject to any warranty; Corporation will maintain lines and perform all repairs up to each service meter or in the case of a sewer line, up to the SCCRC's property line. Each customer's water meter shall remain the property of Corporation. Once paid, the Deposit and any interest accrued thereon will become the sole property of Corporation.

4. County does hereby grant a license for the System as set out on the SCCRC's plat and plans, which licensed areas shall be kept clear of all fences, obstructions, buildings, or other structures which would interfere with Corporation maintaining the System in such licensed areas, and Corporation is to have the right of ingress and egress through said licensed areas and adjacent property of the Landowner, for necessary construction, repairs and maintenance purposes. Corporation shall not be liable for any damages to the surface or sub-surface of such licensed areas which may result from its construction, repair and maintenance activities, or which may result from Corporation's ingress and egress to such licensed areas for such purposes.

5. The System shall be constructed in conformity with rules and regulations of all local state and federal government and their agencies. Fire hydrants shall not be installed in the SCCRC , unless Corporation hereafter agrees. In the event of installation of a sewer system therein, such sewer lines and related system shall remain a distance from the System equal to that required by the rules and regulations of the Texas Department of Public Health and the Texas Commission on Environmental Quality and their successors, whichever are more restrictive, even though such rules and regulations may not be considered applicable or enforceable by these agencies. Moreover, the installation of sewer lines and sewer systems shall meet all rules and regulations as required by the Texas Department of Public Health, the Texas Commission on Environmental and their successors or any other agency with similar authority. Additionally, all sewer lines, septic tanks and septic tank's drain fields shall be at least ten feet (10') from the water lines as constructed and, in the event that Corporation shall require changes to maintain the requirements of this paragraph, such changes shall be made at the expense of Landowner. Corporation shall have the right to disconnect service to the SCCRC or any part thereof or Landowner's property in the event of a violation of this Agreement, and that it may incur in connection therewith. Such disconnection of service shall continue until the violation of this Agreement or any regulation or statute is corrected by such Landowner.

6. If the SCCRC is within the boundaries of a governmental body with the duty to provide non-potable water for use in the property within the SCCRC , County agrees to petition the governmental body for exclusion from the boundaries of the body as allowed by Texas Water Code § 49 and County agrees to take all those steps required of County to assure that such an exclusion occurs. County assigns all rights to receive water for the land within the SCCRC from any governmental body to Corporation as well as all rights County has to divert waters of the State associated with the Subdivision.

7. County shall provide Corporation with the right to divert water for municipal purposes from the Rio Grande below Falcon Dam in an amount equal to the amount of municipal water rights required to serve the SCCRC plus an amount required by the governmental body delivering water to Corporation for canal and delivery losses. This may be accomplished by the purchase, conversion, and transfer of water rights to Corporation or by the assignment of a valid, assignable contract to purchase water rights together with the payment of all costs, fees and attorney fees required to purchase, convert to municipal use, and transfer the water rights to Corporation as well as to record this transaction with the appropriate public records including those in Hidalgo County and the TCEQ and any other regulatory agency whose approval is required before such water rights are absolutely effective and all

costs and expenses related to such endeavors are paid. Upon further agreement by Corporation, all or part of this requirement to provide water rights may be satisfied by a payment to Corporation of a fee.

8. Corporation does, by this Agreement, agree only to furnish service to the extent of its capabilities and to the extent provided by its rules and regulations as presently existing or as hereafter amended, which are incorporated herein by reference. Upon timely completion of all terms of this Agreement required of County, Corporation will provide a separate document evidencing its obligation to furnish water service for a period of thirty (30) years commencing upon the date of this Agreement. Corporation is not obligated to reserve water or its capacity of service or to make water service connections until such time as membership and service agreements have been signed by Landowner and all related costs have been fully paid. It is understood that this Agreement applies only to the SCCRC described above. No property outside of the SCCRC is entitled to any service as a result of this Agreement. Following thirty (30) years from the date of this Agreement, applications for service shall be accepted only upon agreement and Corporation's ability to provide water pressure and line capacity required.

9. This Agreement shall be performed under the laws of the State of Texas, in Hidalgo County, Texas and the parties further agree that the venue shall lie in Hidalgo County, Texas, in the event of a suit. This Agreement shall be valid and binding not only upon the parties, but also upon their successors and assigns~~,~~ and be a covenant running with the property in said Subdivision.

10. This Agreement contemplates the parties will agree to a letter of conditions and upon a set of plans and specifications for construction of the System. All such and other supplements and amendments to this Agreement shall be in writing and signed by all parties before they will be enforceable. No oral agreements shall be effective so as to modify the terms of this Agreement. All writings executed by Corporation must be expressly approved by the Board of Directors of Corporation as evidenced by Corporation's minutes before Corporation is bound by its terms.

11. **If the SCCRC is not filed of record and all the capital improvements required hereunder, both within and outside of the SCCRCs , are not totally completed within two (2) years of the Effective Date set forth below, then this Agreement is completed without either party having any further obligation or liability to the other party arising from this Agreement.**

12. This Agreement may not be modified and is not assignable by either party unless otherwise agreed, set forth in writing and accepted by official acts of the Board of Directors of Corporation. Notwithstanding the terms of the preceding sentence, if the sums required for the Deposit and/or the construction of the System are advanced under the terms of a written financing agreement, and the SCCRC is sold pursuant to the terms of the written financing agreement, Corporation, at its sole discretion, may consider such foreclosure action as an attempted assignment of this Agreement and may, but is not required to, agree to and accept the assignment of the rights and obligations of the County to the purchaser at the foreclosure sale. Such acceptance will not alter the rights and obligations of the parties and shall not be effective unless evidenced by a writing authorized by and executed on behalf of the Board of Directors of the Corporation.

13. This AGREEMENT is executed in multiple originals, each of which is to be considered an original for all purposes.

Effective Date: _____, 20 _____.

WITNESS OUR HANDS IN DUPLICATE ORIGINALS the date given above.

NORTH ALAMO WATER SUPPLY CORPORATION

By:_____
Steven P. Sanchez, General Manager

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this date personally appeared Stephen P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the NORTH ALAMO WATER SUPPLY CORPORATION for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 201__.

(SEAL)

_____
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this date personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 201_.

(SEAL)

_____
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

NORTH ALAMO WATER SUPPLY CORP.
420 S. Doolittle Road
Edinburg, Texas 78542-9707

AI-42746 **Precinct #4** **16. B.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted For: Jesse Ozuna **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Right of Way:
Approval of land acquisition from Kurt & Jennifer Morgan - Alberta Drain, Parcel 3

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** Urban County

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

BUDGETARY IMPACT:

Urban County Funds, General Land Office.

Attachments

1
2
3
4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/17/2014 03:38 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Monica Badillo Started On: 01/17/2014 02:57 PM

Final Approval Date: 01/17/2014

Form ROW-A-6
(Rev. 11/11)

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Alberta Road (S/S) ±0.40 Miles East of Tower Road, Hidalgo County, Texas	District: N/A
Property Owner: Kurt Morgan and Jennifer Morgan	ROW CSJ: N/A
Address of Property Owner: 7616 East Alberta Road, Edinburg, Texas 78542	Parcel: 3
Occupant's Name: Kurt Morgan and Jennifer Morgan	Federal Project No: N/A
Whole: ☐ Partial: ☒ Acquisition	Highway: Alberta Drain County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulfur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $10,625 as of August 14, 2013, based upon my independent appraisal and the exercise of my professional judgment; on August 14, 2013, (date)(s), I personally inspected in the field the property herein appraised; I afforded Kurt Morgan and Jennifer Morgan, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on October 7, 2013, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of Hidalgo County Urban County Program, or officials of the Federal Highway Administration until authorized by Hidalgo County Urban County Officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

November 25, 2013
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

Harry L. Heeren 11-29-13
District Reviewing Appraiser Date

* A 6 *

County: Hidalgo, Texas
Alberta Drain Phase I

Property Description
Parcel 3

BEING A 0.625 ACRE (27,216 S.F.) TRACT OF LAND, OUT OF LOT 12, BLOCK 53, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGES 24-26, OF THE MAP RECORDS OF HIDALGO COUNTY (H.C.M.R.), TEXAS, AND BEING A PART OF THAT CERTAIN 5.00 ACRE TRACT, CONVEYED TO KURT MORGAN AND JENNIFER MORGAN AS RECORDED IN DOCUMENT NO. 2392582 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY (H.C.O.R.), TEXAS, SAID 0.625 ACRE TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING at a p.k. nail set on the centerline of Alberta Road (Alberta Road 60.00 feet right of way), also being the common corner of said subject 5.00 acre tract and that certain 5.00 acre tract, conveyed to Gary L. Jackson and Michael R. Kormeier, recorded in Document No. 833091 (H.C.O.R.), Texas;

THENCE, South 08°34'04" West, along the common line of said subject 5.00 acre tract and said 5.00 acre ("Jackson and Kormeier tract"), at a distance of 30.00 feet pass the south boundary liner of said Alberta Road and continuing for a total distance of 1154.87 feet to a set 5/8 inch iron rod with a yellow plastic cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap"), for the northwest corner of the herein described parcel and for the **POINT OF BEGINNING** of the herein described parcel and having grid coordinate of X=1,117,281.28, Y=16,612,977.80;

THENCE, South 81°26'03" East, severing said subject 5.00 acre tract, a distance of 164.94 feet to a 5/8 inch iron rod with cap set on the common line of said subject 5.00 acre tract and that certain called 5.0 acre tract conveyed to Arturo Rodriguez, et ux, recorded in Document No. 615190 (H.C.O.R.), Texas, for the northeast corner of the herein described parcel;

THENCE, South 08°34'04" West, along the common line of said subject 5.00 acre tract and said 5.0 acre "Rodriguez tract", a distance of 165.00 feet to a 1/2 inch iron rod found on the common line of said subject 5.00 acre tract and that certain 10.0 acre tract conveyed to Robert J. Velado, property id no. 113243 Hidalgo County Appraisal District (H.C.A.D.), Texas, for the southeast corner of the herein described parcel;

THENCE, North 81°26'03" West, along said common line, a distance of 164.94 feet to a 1/2 inch iron rod with cap found at the common corner of said subject 5.00 acre tract, said 5.00 acre tract ("Jackson and Kormeier tract"), said 10.0 acre ("Velado tract"), and that certain 10.0 acre tract conveyed to Christy Garza and Jacobo M. Garza, recorded in Document No. 1432489 (H.C.O.R.), Texas, for the southwest corner of the herein described parcel;

THENCE, North 08°34'04" East, along the common line of said subject 5.00 acre tract and said 5.00 acre ("Jackson and Kormeier tract"), a distance of 165.00 feet to the **POINT OF BEGINNING,** of the herein described parcel, containing 0.625 acres (27,216 S.F.), more or less.

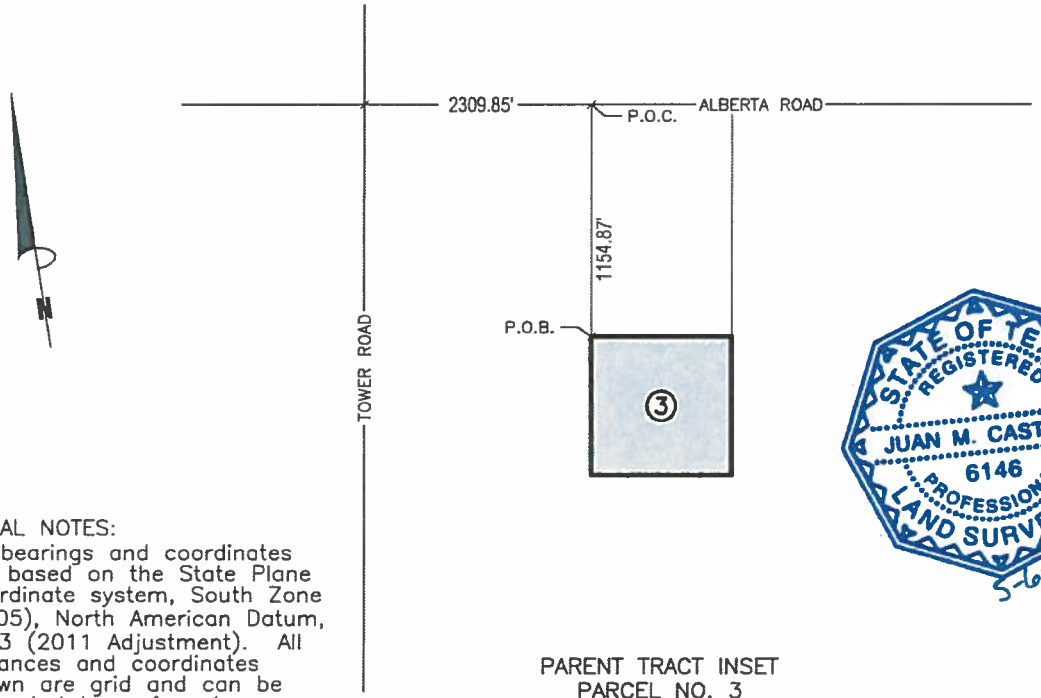
Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83.

A survey plat of even date was prepared and is made a part of this metes and bounds description.

For the subject tract is recorded in Document No. 1228931 of the Official Records of Hidalgo County, Texas.

STATE OF TEXAS
REGISTERED
JUAN M. CASTILLO
6146
PROFESSIONAL
LAND SURVEYOR
5-6-2013

Juan M. Castillo, R.P.L.S. No. 6146



PARENT TRACT INSET
PARCEL NO. 3
N.T.S.

I, Juan M. Castillo, a Registered Professional Land Surveyor in the State of Texas, hereby certify the foregoing plat correctly represents the facts found on the ground on March 6, 2013, under my supervision.

Juan M. Castillo, R.P.L.S. # 6146

GENERAL NOTES:

1. All bearings and coordinates are based on the State Plane Coordinate system, South Zone (4205), North American Datum, 1983 (2011 Adjustment). All distances and coordinates shown are grid and can be converted to surface by multiplying by the average combined scale factor of 1.000040.
2. ● Indicates a 5/8" iron rod set with yellow cap stamped "DLS BNDY MRKR".
3. O Indicates a 1/2" iron rod found (unless otherwise noted).
4. H.C.M.R. Indicates Hidalgo County Map Records
5. H.C.O.R. Indicates Hidalgo County Official Records.
6. H.C.D.R. indicates Hidalgo County Deed Records.
7. H.C.A.D. Indicates Hidalgo county Appraisal District
8. A metes and bounds description of even date was prepared, and is made a part of this survey plat.
9. This plat was prepared with the benefit of a title commitment. G.F. No. 132353, effective date April 18, 2013, Valley Land Title Company.

EXISTING	TAKING	REMAINING
5.00 AC.	0.625 AC.	4.375 AC.
	27,216 S.F.	

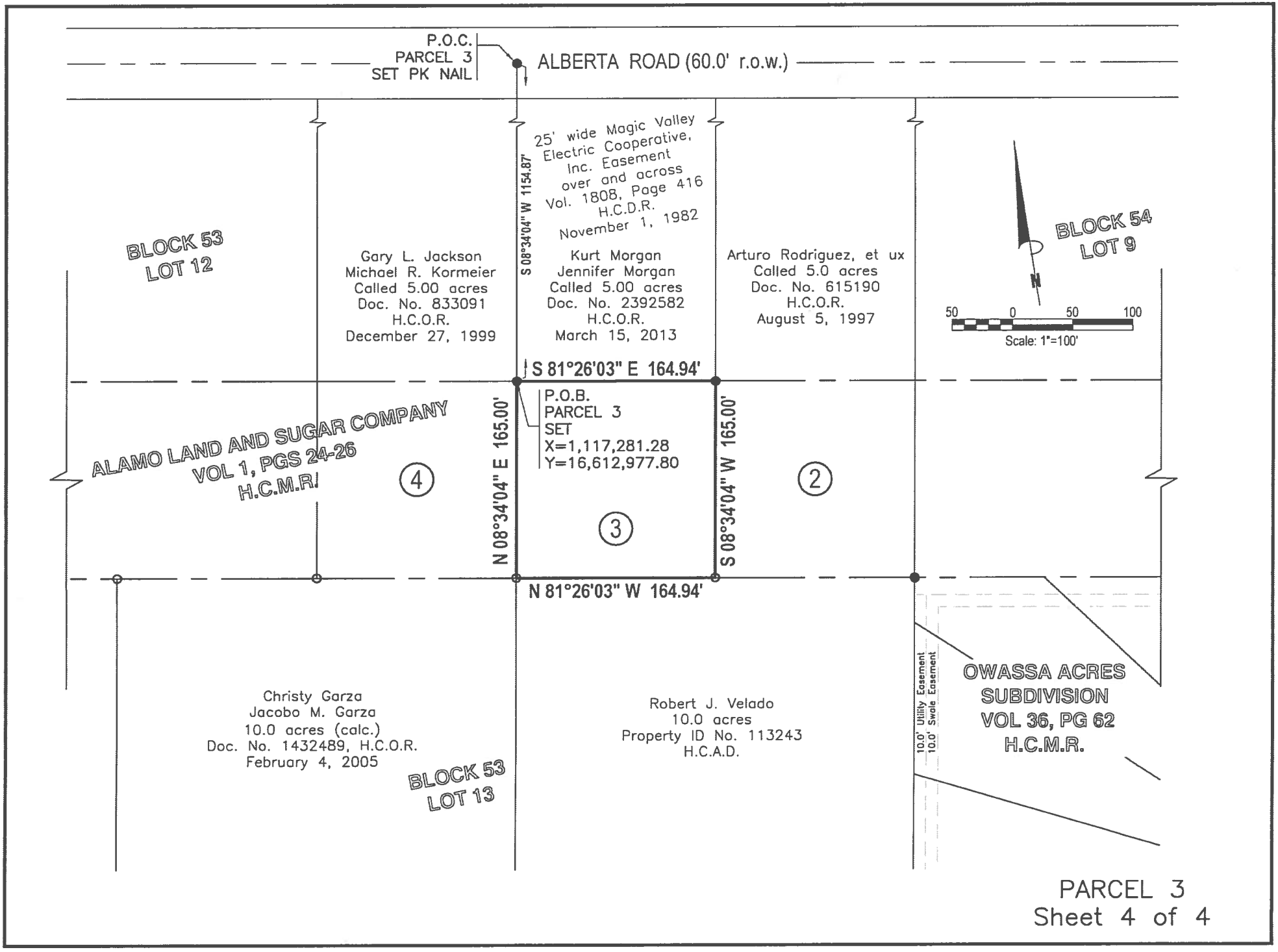
PARCEL 3
Sheet 3 of 4

Dos Land Surveying
1002 E. Expressway 83 Ph (956)969-4183
Weslaco, TX 78596 Fax (956)447-8194

RIGHT OF WAY SKETCH

SHOWING PROPERTY OF
KURT MORGAN AND
JENNIFER MORGAN
ALBERTA DRAIN DRAINAGE IMPROVEMENTS
PHASE I

MARCH, 2013



PARCEL 3
Sheet 4 of 4

01/06/2014

Dear Mr. Ozuna,

My husband Kurt Morgan and I accept the offer of $10,625 for parcel 3, for the Alberta drain project. If you have any questions please call us at (956) 376-9635.

Thank you,

Jennifer Morgan

Kurt Morgan

COUNTY of HIDALGO
JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

MEMORANDOM

To: **Hidalgo County Commissioners Court**

From: **Jesse Ozuna**
Right of Way Agent

Date: **January 14, 2014**

Subject: **Parcel 3 – Alberta Drain Project**
Kurt & Jennifer Morgan

Appraised Value: **$10,625.00**

Accepted Offer: **$10,625.00** ✓

*****See attached supporting documents*****

Discussed in Hidalgo County Commissioner's Court Executive Session on January 14, 2014; will proceed as directed.

AI-42745 **Precinct #4** **16. C.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted For: Jesse Ozuna **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Right of Way:
Approval of land acquistion from Jose & Abel Salazar - Alberta Drain, Parcel 1

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** Urban County

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

BUDGETARY IMPACT:

Funding source:
Urban County funds, General Land Office

Attachments

1
2
3
4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/17/2014 03:36 PM
Manuel Chapa	Manuel Chapa	01/17/2014 04:52 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Monica Badillo Started On: 01/17/2014 02:45 PM

Final Approval Date: 01/17/2014

Form ROW-A-6
(Rev. 11/11)

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Alberta Road (S/S) East of Tower Road, Hidalgo County Texas.
District: N/A

Property Owner: Abel Salazar
ROW CSJ: N/A

Address of Property Owner: RR 10 Box 76, Edinburg, Texas 78542
Parcel: 1

Occupant's Name: Vacant
Federal Project No: N/A

Whole: ☐ Partial: ☒ Acquisition
Highway: Alberta Drain Project
County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulfur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $81,250 as of August 14, 2013, based upon my independent appraisal and the exercise of my professional judgment; on August 14, 2013, (date)(s), I personally inspected in the field the property herein appraised; I afforded Abel Salazar, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on October 7, 2013, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of Hidalgo County Urban County Program, or officials of the Federal Highway Administration until authorized by Hidalgo County Urban County Officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

November 24, 2013
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

Harry L. Heeren 11-29-13
District Reviewing Appraiser Date

* A 6 *

County: Hidalgo, Texas
Alberta Drain Phase I

Property Description
Parcel 1

BEING A 5.000 ACRE (217,800 S.F.) TRACT OF LAND, OUT OF LOT 9, BLOCK 54, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGES 24-26, OF THE MAP RECORDS OF HIDALGO COUNTY (H.C.M.R.), TEXAS, AND BEING A PART OF THAT CERTAIN 32.671 (REMAINDER) ACRE TRACT, CONVEYED TO ABEL SALAZAR AS RECORDED IN VOLUME 3279, PAGE 403 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY (H.C.O.R.), TEXAS, SAID 5.000 ACRE TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING at p.k. nail set in the centerline of Alberta Road (40.00 feet right of way), being the common corner of said subject 32.617 acre tract and that certain 5.0 acre tract, conveyed to Arturo Rodriguez, et ux, recorded in Document No. 615190 (H.C.O.R.), Texas;

THENCE, South 08°34'04" West, along the common line of said subject 32.671 acre tract and said 5.0 acre tract, at a distance of 20.00 feet pass south right of way line of said Alberta Road and continuing for a total distance of 1154.86' to a 5/8 inch iron rod with a yellow plastic cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set for the northwest corner and **POINT OF BEGINNING** of the herein described parcel and having grid coordinates of X=1,117,607.60, Y=16,612,928.65;

THENCE, South 81°26'03" East, severing said subject 32.671 acre tract, a distance of 1320.00 feet to a 5/8 inch iron rod with cap set on the common line of said subject 32.671 acre tract and that certain 7.00 (remainder) acre tract conveyed to Abel Salazar in Volume 1301, Page 275, of the Deed Records of Hidalgo County, (H.C.D.R.), Texas, for the northeast corner of the herein described parcel;

THENCE, South 08°34'04" West, along the common line of said subject 32.671 acre tract and said 7.00 acre tract, a distance of 165.00 feet to the common corner of Lots No 9, 10, 15 and 16, of said Block No 54, also common corner to said subject 32.671 acre tract, said 7.0 acre tract and that certain called 20.00 acre tract conveyed to Carson & Carson, Ltd, in Document No. 1657083 (H.C.O.R.), Texas, and that certain 1.08 acre tract conveyed to Julio Cesar Granados Lara and Juan Carlos Granados Lara in Document No. 1776662, (H.C.O.R.), Texas, from where a 1/2 inch iron rod found bears North 89°49'51" West, 0.26 feet, for the southeast corner of the herein described parcel;

THENCE, North 81°26'03" West, along the south line of said Lot 9, Block No 54, being the the south line of said subject 32.671 acre tract, at a distance of 216.74 feet pass the common corner of said 1.08 acre tract and that certain 0.98 acre tract conveyed to Refugio Sanchez Saldana, et ux, in Volume 2855, Page 939 (H.C.O.R.), Texas, at a distance of 402.74 feet pass the common corner of said 0.98 acre tract and that certain 0.973 acre tract conveyed to Jose Gilberto Cantu, recorded in Document No. 1033995 (H.C.O.R.), Texas, at a distance of 660.10 feet pass a 1/2 inch iron rod found for the common corner of said 0.973 tract and the northeast corner of Owassa Acres Subdivision, as per recorded in Volume 36, Page 62, (H.C.M.R.), Texas continuing for a total distance of 1320.00 feet to a 5/8 inch iron rod with cap at the common corner of said subject 32.671 acre tract, northwest corner of said Owassa Acres Subdivision, that certain 10.0 acre tract, registered to Robert J Velado, as per property id no. 113243 of the Hidalgo County Appraisal District and aforementioned 5.0 acre tract, for the southwest corner of the herein described parcel.

THENCE, North 08°34'04" East, along the common line of said subject 32.671 acre tract and said 5.0 acre tract, a distance of 165.00 feet the **POINT OF BEGINNING,** of the herein described parcel, containing 5.000 acres (217,718 S.F.), more or less.

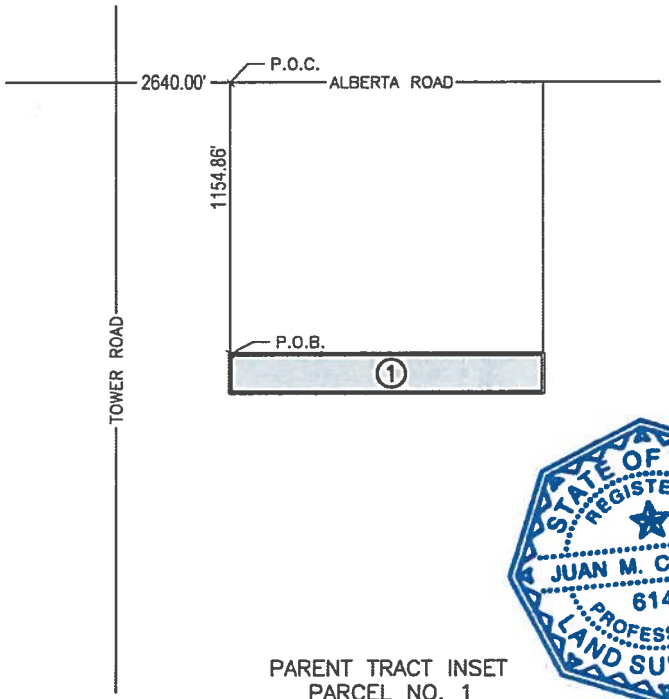
Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83.

A survey plat of even date was prepared and is made a part of this metes and bounds description.

For the subject tract is recorded in Volume 3279, Page 403 of the Official Records of Hidalgo County, Texas.

STATE OF TEXAS
REGISTERED
JUAN M. CASTILLO
6146
PROFESSIONAL
LAND SURVEYOR
5-6-2013

Juan M. Castillo, R.P.L.S. No. 6146



PARENT TRACT INSET
PARCEL NO. 1
N.T.S.

I, Juan M. Castillo, a Registered Professional Land Surveyor in the State of Texas, hereby certify the foregoing plat correctly represents the facts found on the ground on March 6, 2013, under my supervision.

STATE OF TEXAS
REGISTERED
JUAN M. CASTILLO
6146
PROFESSIONAL
LAND SURVEYOR
5-6-2013

Juan M. Castillo

Juan M. Castillo, R.P.L.S. # 6146

GENERAL NOTES:

1. All bearings and coordinates are based on the State Plane Coordinate system, South Zone (4205), North American Datum, 1983 (2011 Adjustment). All distances and coordinates shown are grid and can be converted to surface by multiplying by the average combined scale factor of 1.000040.
2. ● Indicates a 5/8" iron rod set with yellow cap stamped "DLS BNDY MRKR".
3. O Indicates a 1/2" iron rod found (unless otherwise noted).
4. H.C.M.R. Indicates Hidalgo County Map Records
5. H.C.O.R. Indicates Hidalgo County Official Records.
6. H.C.D.R. indicates Hidalgo County Deed Records.
7. H.C.A.D. Indicates Hidalgo county Appraisal District
8. A metes and bounds description of even date was prepared, and is made a part of this survey plat.
9. This plat was prepared with the benefit of a title commitment. G.F. No. 132349, effective date April 18, 2013, Valley Land Title Company.

EXISTING	TAKING	REMAINING
32.671 AC. (remainder)	5.000 AC.	27.671 AC.
	217,800 S.F.	

PARCEL 1
Sheet 3 of 5

DLS
Dos Land Surveying

1002 E. Expressway 83 Ph (956)969-4183
Weslaco, TX 78596 Fax (956)447-8194

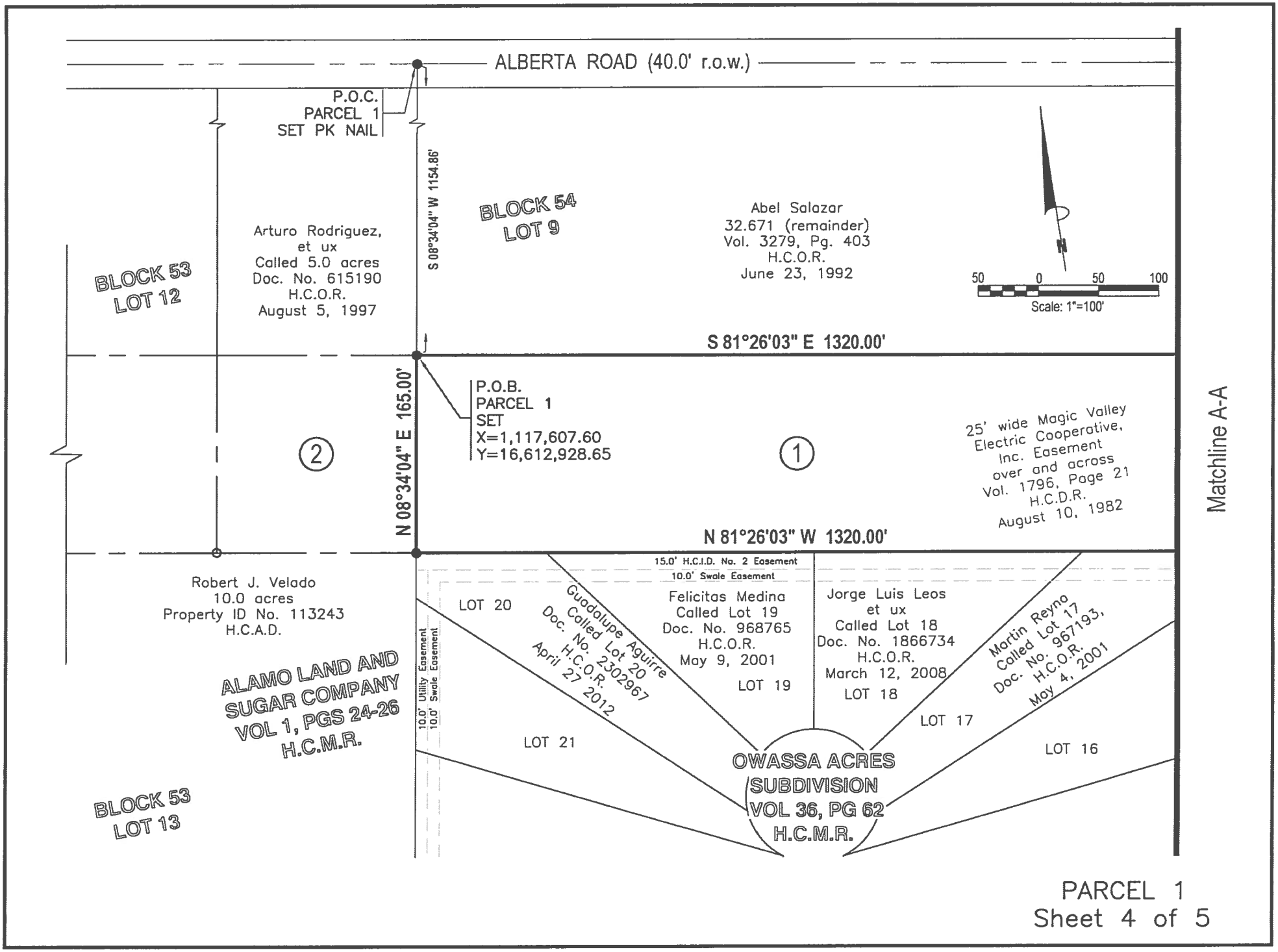
RIGHT OF WAY SKETCH

SHOWING PROPERTY OF

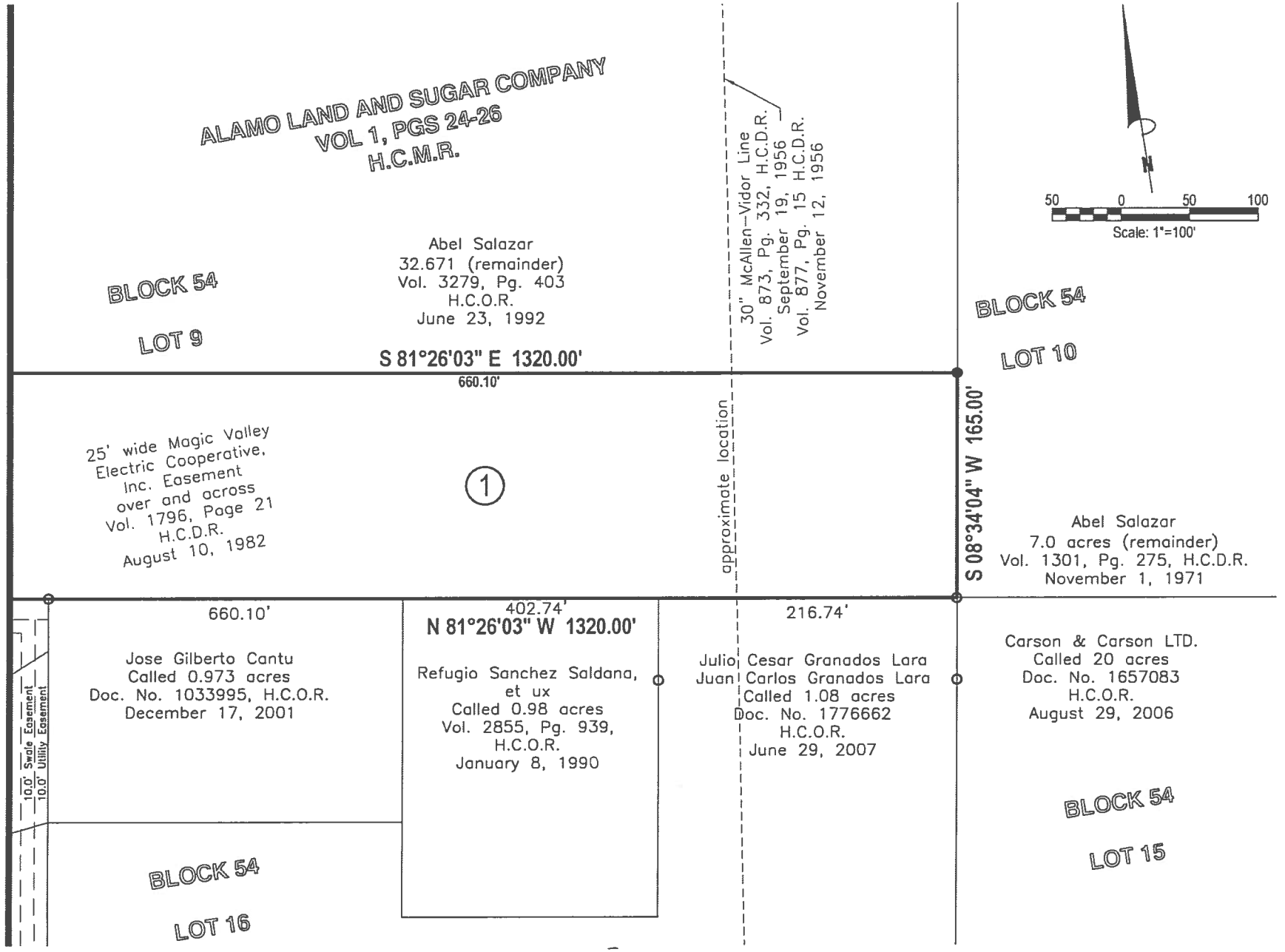
ABEL SALAZAR

ALBERTA DRAIN DRAINAGE IMPROVEMENTS PHASE I

MARCH, 2013

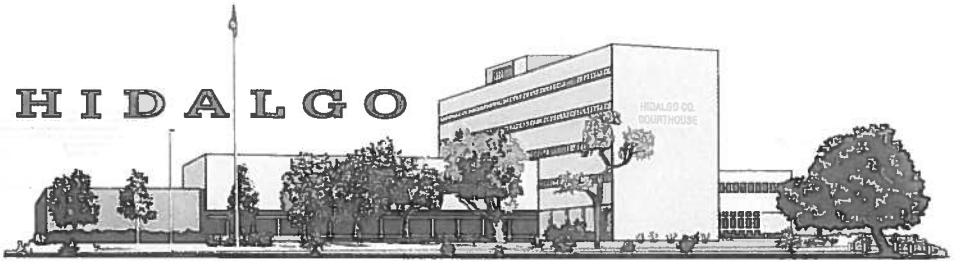


PARCEL 1
Sheet 4 of 5



PARCEL 1
Sheet 5 of 5

COUNTY of HIDALGO
JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

MEMORANDOM

To: **Hidalgo County Commissioners Court**

From: **Jesse Ozuna**
Right of Way Agent

Date: **January 21, 2014**

Subject: **Parcel 1 – Alberta Drain Project**
Jose & Abel Salazar

Appraised Value:	**$81,250.00**
Our Revised Offer:	**$84,125.00**
Accepted Offer:	**$84,125.00**

*****See attached supporting documents*****

Discussed in Hidalgo County Commissioner's Court Executive Session on January 14, 2014; will proceed as directed.

January 17, 2014

County of Hidalgo Commissioner, Pct. No. 4
Attn: Jesse Ozuna
Pct. 4 Right of Way Agent
Edinburg, Texas 78542

RE: Acceptance Counteroffer to Property
Hidalgo County
GLO Project No :12-589-000-6887/DRS220068
Drainage Project: Albert Drain Parcel: 1
From: Tower Road to Val Verde Road

Dear Mr. Ozuna:

Please be advised that we (The Salazar Family) accept the offer made by you on January 17, 2014 for Property of 5.000 Acres for the amount of $84,125.00 @$16,825.00 an acre .
If you have any questions or concerns please feel free to call me at 956-457-3597.

Sincerely,

Sylvia Salazar Perez,
Independent Executrix of the Estate of Abel Hernandez Salazar, Deceased
7856 East Alberta Rd
Edinburg, Texas 78542

AI-42736 **Budget and Management 17. A.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Status update and discussion on refunding of outstanding bonds.

BACKGROUND

For presentation and discussion only, no action required.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/17/2014 01:48 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Sergio Cruz Started On: 01/17/2014 01:24 PM

Final Approval Date: 01/17/2014

AI-42737 **Budget and Management 17. B.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation and discussion on Capital Improvement Fund request for repairs and renovations to the Hidalgo County Detention Center.

BACKGROUND

Presentation and discussion only, no action required.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/17/2014 01:49 PM
Glinda Pacheco	Glinda Pacheco	01/17/2014 04:01 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Sergio Cruz Started On: 01/17/2014 01:26 PM

Final Approval Date: 01/17/2014

AI-42369 **Budget and Management 17. C.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sanitation Program
Presentation and discussion regarding options and alternatives concerning the possible privatization of solid waste collection in Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Presentation Only. No Budgetary Impact.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Sylvia Solis Started On: 12/13/2013 04:56 PM

Final Approval Date: 01/17/2014

AI-42753 **Budget and Management 17. D.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Precinct No.3 TxDOT-SH364

1. Acceptance and approval on Advance Funding Agreement-Amendment#1 for SH364 from (SH495 to FM1924) TxDOT project CSJ: 2966-01-009

2. Authority for County Judge to sign Advance Funding Agreement-Amendment#1

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1315-431-00-123-045-0-841

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

BUDGETARY IMPACT:

Refer to AI-42739.

Attachments

Amendment & Letter

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	01/17/2014 04:57 PM
Budget & Management	Debbie Tamez	01/17/2014 04:59 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Rolando Garcia Started On: 01/17/2014 04:36 PM

Final Approval Date: 01/17/2014

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

December 20, 2013

Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

RE: Advance Funding Agreement – Amendment #1
SH 364 From SH 495 to FM 1924
CSJ# 2966-01-009

Dear Judge Garcia:

Enclosed please find two originals of Amendment #1 to the subject Advance Funding Agreement. This amendment increases the total Category 7 Metropolitan Mobility and Rehabilitation funds from $9,052,410 to $11,184,244 for the construction of SH 364 (La Homa Rd) from SH 495 to FM 1924.

Please sign and return both originals to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing.

If you have any questions please contact Mr. Bazan or me at 702-6100.

Sincerely,

Toribio Garza, Jr., P.E.
District Engineer

Enclosure

cc: Pedro R. Alvarez, P.E., Deputy District Engineer
Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Valente Olivarez, P.E., Pharr Area Engineer
Monica Perez, P.E., Project Manager
Project File

CSJ # **2966-01-009**
District # **21 – Pharr**
Code Chart 64 # **50109**
Project: **SH 364 from SH 495 to FM 1924**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
AMENDMENT # 1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and **County of Hidalgo**, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on the 26th day of June, 2012 to effectuate their agreement for the upgrade to SH 364 to a four lane divided urban highway from SH 495 to FM 1924 in the County of Hidalgo; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

Article 24. Disadvantaged Business Enterprise (DBE) Program Requirements is deleted in its entirety and replaced with:

24. Disadvantaged Business Enterprise (DBE) Program Requirements

- **A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- **B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- **C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- **D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address

http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

Article 28. **Federal Funding Accountability and Transparency Act Requirements** is deleted in its entirety and replaced with:

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: https://www.sam.gov/portal/public/SAM/;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:
   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

Article 29. **Single Audit Report** is deleted in its entirety and replaced with:

29. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/inside-txdot/office/audit/contact.html.

C. If expenditures are less than $500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

Attachment C "Project Budget" is deleted in its entirety and replaced with Attachment C-1 "Project Budget", which is attached to this amendment.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # **2966-01-009**
District # **21 – Pharr**
Code Chart 64 # **50109**
Project: **SH 364 from SH 495 to FM 1924**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

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

_____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation

_____
Date

CSJ # **2966-01-009**
District # **21 – Pharr**
Code Chart 64 # **50109**
Project: **SH 364 from SH 495 to FM 1924**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

ATTACHMENT C - 1
PROJECT BUDGET

This project has received a total of $11,184,244 in Category 7, Metropolitan Mobility and Rehabilitation (7MM) funds for Right of Way/utilities, construction and construction engineering. Construction and Construction Direct State Costs will be allocated based on 80% Federal funding and 20% State. ROW/utilities costs will be allocated based on 80% Federal funding and 20% Local Government funding. The Local Government is responsible for 100% of all preliminary engineering and 100% of all right of way/utilities costs exceeding the approved Federal funding amount. It is agreed that the Local Government will not seek reimbursement from the State until ROW funds for this project become available. Upon funds being available, the State will process reimbursement request in accordance with the agreement. This project is considered off-system until the State awards the construction contract, as per Commission Minute Order #108423. The following is an estimated breakdown of the project costs and funding participation:

Description		Total Estimated Cost	Federal Participation		State Participation		Local Participation	
			%	Cost	%	Cost	%	Cost
Preliminary Engineering by LG (funded 100% by LG)		$ 379,750	0%	$ 0	0%	$ 0	100%	$ 379,750
Right of Way & Compensable Utilities (by LG) Cat 7		$ 2,930,494	80%	$ 2,344,395	0%	$ 0	20%	$ 586,099
Construction (by State) Cat7		$ 7,750,000	80%	$ 6,200,000	20%	$ 1,550,000	0%	$ 0
Subtotal		$ 11,060,244		$ 8,544,395		$ 1,550,000		$ 965,849
Preliminary Engineering Direct State Costs $63,681	Environmental (30%)	$ 19,104	0%	$ 0	100%	$ 19,104	0%	$ 0
	Right of Way (10%)	$ 6,368	0%	$ 0	100%	$ 6,368	0%	$ 0
	Preliminary Engineering (50%)	$ 31,841	0%	$ 0	100%	$ 31,841	0%	$ 0
	Utility (10%)	$ 6,368	0%	$ 0	100%	$ 6,368	0%	$ 0
Construction Direct State Costs (Contingencies) Cat 7		$ 503,750	80%	$ 403,000	20%	$ 100,750		
Indirect State Costs (7.27%)		$ 480,500	0%	$ 0	100%	$ 480,500	0%	$ 0
Subtotal		$ 1,047,931		$ 403,000		$ 644,931		$ 0
TOTAL		$ 12,108,175		$ 8,947,395		$ 2,194,931		$ 965,849

CSJ # **2966-01-009**
District # **21 – Pharr**
Code Chart 64 # **50109**
Project: **SH 364 from SH 495 to FM 1924**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

Initial payment by the Local Government to the State: $0
Payment by the Local Government to the State before construction: $0
Estimated total payment by the Local Government to the State $0
This is an estimate. The final amount of Local Government participation will be based on actual costs.

AI-42549 **Budget and Management 17. E.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted For: Health Dept **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1115 WAIVER PROGRAM (1100):
1. Approval to undesignate the amount of $4,164,601.85 in the year 2014 for expenditures related to the 1115 Waiver Program.
2. Approval of 2014 appropriation of funds in the amount of $4,164,601.85 to fund program expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-444-00-240-005-0-XXX

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

BUDGETARY IMPACT:

2014 appropriation of funds in the amount of $4,164,601.85 to fund 1115 Anchor program.

Funding will be unreserved from account#4-1100-257-00-000-003-0-000 (Fund Balance - Assigned for 1115 Waiver). Available funds as of 1/16/2014.

Attachments

Appropriation

FY2014 1115 Waiver - Anchor Budget

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	01/13/2014 11:30 AM
Budget & Management	Debbie Tamez	01/13/2014 01:56 PM
Obdett Calzada	Obdett Calzada	01/16/2014 03:29 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Merlen P. Munoz Started On: 01/08/2014 11:29 AM

Final Approval Date: 01/17/2014

DATE: January 13, 2014

2014
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Human Services -1115 Waiver DSRIP**

ACCOUNT NUMBER: 4-1100-444-00-240-005-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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
4-1100-444-00-240-005-0-	320	1115 Waiver DSRIP	Professional	138,850.00
4-1100-444-00-240-005-0-	336	1115 Waiver DSRIP	Computer Services	100,000.00
4-1100-444-00-240-005-0-	339	1115 Waiver DSRIP	Other Professional Services	120,000.00
4-1100-444-00-240-005-0-	583	1115 Waiver DSRIP	Out of County Employee Travel	4,000.00
4-1100-444-00-240-005-0-	601	1115 Waiver DSRIP	Office and Computer Supplies	11,189.42
4-1100-444-00-240-005-0-	603	1115 Waiver DSRIP	Educational/instructional supplies	150,000.00
4-1100-444-00-240-005-0-	604	1115 Waiver DSRIP	Medical and Laboratory Supplies	150,000.00
4-1100-444-00-240-005-0-	607	1115 Waiver DSRIP	Household and Janitorial Supplies	250.00
4-1100-444-00-240-005-0-	630	1115 Waiver DSRIP	Food	500.00
4-1100-444-00-240-005-0-	661	1115 Waiver DSRIP	Minor Office Furniture and Equip.	4,643.68
4-1100-444-00-240-005-0-	664	1115 Waiver DSRIP	Other Minor Equipment	75,000.00
4-1100-444-00-240-005-0-	665	1115 Waiver DSRIP	Minor Computer Equipment	6,675.91
4-1100-444-00-240-005-0-	748	1115 Waiver DSRIP	Other Equipment	56,000.00
4-1100-444-00-240-005-0-	780	1115 Waiver DSRIP	Capital Leases	4,500.00
4-1100-444-00-240-005-0-	890	1115 Waiver DSRIP	Other	3,342,992.84
			TOTAL BUDGET INCREASE (DECREASE)	**4,164,601.85**

REASON: To appropriate funding in the amount of $4,164,601.85 to fund program budget.

Note: Monies are to be undesignated from acct#4-1100-257-00-000-003-0-000 Fund Balance - Assigned for 1115 Waiver

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY

Department of Health & Human Services

RHP REGION 5
FY 2014 1115 WAIVER - ANCHOR BUDGET

Funding Purpose	Object Code Description	Obj Code	FY 2014
Consulting Services, 1115 Program Software	Professional	320	$ 138,850.00
Hidalgo Fit - Software Purchase	Computer Services	336	$ 100,000.00
Hidalgo Fit - Laboratory & Contractual	Other Professional Services	339	$ 120,000.00
Out-of-County employee travel	Out-of-County employee travel	583	$ 4,000.00
Computer Monitors & Office Supplies	Office & Computer Supplies	601	$ 11,189.42
Hidalgo Fit - Educational Supplies	Educational/Instructional Supplies	603	$ 150,000.00
Hidalgo Fit - Medical and Lab Supplies	Medical and Laboratory Supplies	604	$ 150,000.00
Hidalgo Fit - Household/Janitorial Supplies	Household and Janitorial Supplies	607	$ 250.00
1115 Waiver Meetings	Food	630	$ 500.00
2 Scanners, Keyed File Cabinet, Projector	Minor Office Furniture and equipment	661	$ 4,643.68
Hidalgo Fit - Medical Equipment	Other Minor Equipment	664	$ 75,000.00
7 Computers, 2 Printers	Minor Computer Equipment	665	$ 6,675.91
Hidalgo Fit - 2 Shredders, Medical Equip	Other Equipment	748	$ 56,000.00
Hidalgo Fit - Copier	Capital Leases	780	$ 4,500.00
Other	Other	890	$ 3,342,992.84
			$ 4,164,601.85

AI-42446 **Budget and Management 17. F. 1.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted For: Pct #4 - Drainage Impr. Proj. **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #4 Drainage Improvement Project (1200):
a. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Drainage Improvement Project Labor Reimbursements.
b. Approval of 2013 appropriation of funds for Pct. #4 Drainage Improvement Project (program 036) in the amount of $62,838.30 (Labor Reimbursements - January & February 2013).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-124-036-0-XXX

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

BUDGETARY IMPACT:

Approval of 2013 appropriation of funds in the amount of $62,838.30 for Pct #4 Drainage Improvement Project (Labor Reimbursements - January & February 2013)

Revenue account# 3-1200-360-00-124-002-0-000 R&B Pct. #4 - Misc Drain Reimb. - Revenues

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	01/08/2014 08:40 AM
Budget & Management	Debbie Tamez	01/08/2014 10:07 AM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Manuel Chapa Started On: 12/30/2013

Final Approval Date: 01/17/2014

DATE: December 30, 2013

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt. for - Pct# 4 Drainage Improvement Project

ACCOUNT NUMBER: 3-1200-431-00-124-036-0-XXX

Contact Person: Manuel Chapa **Ph#** (956) 292-7025 Ext. 5760

2013
Appropriation

AI# 42446

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
3-1200-431-00-124-036-0-113	Pct 4 Drain Imprv Prj Reg F/T Employees	62,838.30
3-1200-360-00-124-002-0-000	R&B Pct 4 - Misc Drain Reimb - Revenues	62,838.30
	TOTAL BUDGET INCREASE (DECREASE)	**$ 62,838.30**

REASON: Appropriation of funds for Pct 4 Drainage Improvement Project - Labor Reimbursements January and February of 2013 (PP# 1 & 4)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-42568 **Purchasing Department 18. A. 2.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting action to amend AI-42466 (CC 1/7/14) for vehicle maintenance and repair services for county owned vehicles and equipment / heavy equipment / machinery parts & repairs from the vendors identified and detailed on attached list through the established and approved procedures for the requisition and purchase order process

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Each elected office, program, agency or department is responsible for the funding of said expense.

Attachments

Updated Exempted Vendor's List

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/10/2014 10:37 AM
Budget & Management	Debbie Tamez	01/10/2014 10:43 AM
Auditor's Office	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Matilde Faz Started On: 01/08/2014 04:31 PM

Final Approval Date: 01/17/2014

2013-2014
VENDOR'S LIST FOR
HIDALGO COUNTY
(OWNED)
VEHICLES / EQUIPMENT / HEAVY EQUIPMENT / MACHINERY – PARTS & REPAIRS

Vendor No.	Company Name	Address	City
347612	A-1 Auto Glass LLC	517 N. 10th St.	McAllen
228257	A-OK Transmission	401 E. Business 83	Weslaco
337	A-OK Vacuum Cleaner Sales	1617 N. 10th	McAllen
000426	Aamatic Transmissions	616 S. 23rd.	McAllen
371823	Aamco Transmissions	120 S. 23rd.	McAllen
089885	Action Hydraulic Hoses, Etc.	1010 W. Kika De La Garza	Mission
318108	American Machine Shop & Pumps	2120 E. Richardson	Edinburg
001864	Amigo Implement Company, Inc.	304 W. Monte Cristo Rd.	Edinburg
001961	Anderson Equipment Co. Inc.	P. O. Box 662	Pharr
All	Auto Zone	All	County
003166	Barbee-Neuhaus Impl Co.	2000 E. Expressway 83	Weslaco
096822	Bert Ogden Chevrolet, Inc.	1400 E. Expressway 83	Mission
323144	Bert Ogden McAllen Motors, Inc.	P. O. Box 3098	McAllen
003654	Bert Ogden Motors, Inc.	4221 S. Hwy. 281	Edinburg
291277	Bert Ogden RGV RV Center, Inc.	1400 E. Expressway 83	Mission
3816/55808	Bill Bunton	1101 W. Second/Hwy 83	Mercedes
004014	Boggus Motor Sales L.P.	1400 E. Highway 83	McAllen
004057	Border Engine Rebuilders	100 International Blvd.	Weslaco
4537	Burton Auto Supply, Inc.	P. O. Box 2201	Decatur, AL
43265	Camco Wheel & Axle	P. O. Box	Pharr
284041	Carrillo Investments, Inc. d/b/a Vic's Auto Rebuilders		Pharr
006041	Charles Clark Chevrolet Co.	P. O. Box 938	McAllen
213861	Collision Masters Auto Body Shop d/b/a Tow Masters Wrecker		Mission
387967	Collision Specialist	3705 N. 10th	Mcallen

247774	D & R Glass etc. Inc. d/b/a Glass Etc.		McAllen
353787	Doggett Equipment Services Group LTD	D/B/A Toyota Lift of Texas	Houston
324493	Doggett Heavy Machinery Services LTD	705 E. Nolana Loop	Pharr
383244	Eagle Automotive	9128 N. 23rd	Mcallen Texas
326577	E. R. Paint Shop	2420 W. Monte Cristo Rd.	Edinburg
174181	Edinburg Machine Shop		Edinburg
227153	Economy Tires & Wheels	100006 N. Moorefield	Mission
011266	Ernie's Service LLC	1912 N. Cage	Pharr
349631	Falcon Seal & Supply	P. O. Box 2643	McAllen
344699	Fiesta Chevrolet, Inc.	4002 S. Expressway 281	Edinburg
248649	FleetPride	P. O. Box 847118	Dallas
013129	French-Ellison Truck Center, LTD	4300 N. Cage St.	Pharr
013161	Fuel Injection Service Inc.	3401 N. Cage	Pharr
231266	G & S Glass LLC	616 N. Closner	Edinburg
169242	GCR Tire Centers	All available	County/State wide
242101	H & V Equipment, Inc.	P. O. Box 909	Progreso
252468	Hacienda Ford	3010 W. University	Edinburg
094366	Holt Texas LTD d/b/a Holt Cat	P. O. Box 911975	Dallas
279838	Interstate All Battery Centers	2302 Red River Dr.	Mission
259969	Interstate Battery of Texas Valley	5510 N. Cage Blvd. Ste. R	Pharr
179442	Ivan's Automotive	2245 S. Closner	Edinburg
309125	J & M Hydraulics	P. O. Box 1319	Mercedes
279315	Jesse's Radiator & Muffler Shop	617 N. Airport Dr.	Weslaco
306878	Jesse's Radiator & Muffler Shop	440 W. Bus. Hwy. 83	San Juan
181218	Jesse's Star Muffler & Truck Accessories	300 N. McColl Rd.	McAllen
169757	Kip's Kwik Lube Center, Inc.	P. O. Box 532189	Harlingen
192503	Lima's Auto Repair	2601 W. Auburn Ave.	McAllen
379352	M & J Auto Parts	2701 N. McColl Rd	Hidalgo
164755	Mares Windshield/Glass	505 E. Schunior	Edinburg
125334	Mingo's Car Klinic	510 N. Closner	Edinburg
24996	Mission Auto Electric, Inc.	P. O. Box 578	Mission
401960	Mission Quick Lube	2001 N. Conway	Mission
275506	Mobile Relays Partners, LTD	P. O. Box 1808	McAllen

352799	Norfoxx Refrigeration Inc.	415 Texas Ave. Ste. A	Round Rock
195545	Nueces Power Equipment	P. O. Box 4789	Corpus Christi
221945	O'Rielly Auto Parts	233 S. Patterson	Springfield, MO
374059	Pasargad, LLC	4005 W. US Hwy. 83	McAllen
370045	Peña's Spray on Bedliners	6912 Loma Linda	Mission
150797	Petroleum Solutions, Inc.	P. O. Box 2346	McAllen
91987	Pueblo Tires & Service		McAllen
145025	Purvis Bearing Service	P. O. Box 540757	Dallas
315486	Radiadores Del Valle	9514 N. FM 1015	Mercedes
156876	Ram Truck Service, Inc.	2500 W. Expressway 83	Mission
299715	Raul Longoria Radiator Shop	3302 S. Raul Longoria Rd.	Edinburg
377627	Rene's Starter & Alternator Remanufacturing	P. O. Box 3303	Mission
174343	Reyes Tarp & Tents	802 W. State	Pharr
216607	Rio Hydraulic Sales & Service	1213 E. Tamarack	McAllen
283797	Romco Equipment Co.	P. O. Box 841496	Dallas
294098	Royal Automotive	294098	Pharr
218332	Rush Equipment Centers Of Texas, Inc.	10100 N. Loop East	Houston
269123	Rush Truck Center of Texas, LP	Department 1265	Birmingham, AL
93963	Safety Kleen Systems, Inc.	P. O. Box 650509	Dallas
33766	Sea Garden Sales d/b/a SGS, Ind.	2771 Robindale	Brownsville
033871	Seiver Implement Co. Inc.	P. O. Box 699	Donna
311987	Sepulveda's Auto Service #2	2204 Olmo Ave.	San Juan
407046	Solis, Jesus A. d/b/a J's Hydraulics	120 E. Loeb	Edinburg
034754	South Hi Way Garage Inc.	2325 S. Hwy. 281	Edinburg
34797	South Texas Communications	P. O. Box 3712	McAllen
204803	South Texas Freightliner, Inc.	P. O. Box 2201	Decatur, AL
035173	Spikes Motor Company	P. O. Drawer 393	Mission
213039	Stewart & Stevenson Services Inc.	601 W. 38th/P. O. Box200441	Houston
372854	Stutz Auto Service Inc.	2408 W. Pecan Blvd.	McAllen
135224	Summit Manufacturing Inc.	P. O. Box 626	Mission
336319	Superior Oil Express	1704 S. Sugar Rd.	Edinburg
302007	TCI Tire Centers	403 E. Expressway	Pharr
223638	Texas Tarps	P. O. Box 1109	La Blanca

037214	Texas Tool Company	309 (K) Center St.	McAllen
347078	Three Star Muffler Shop	901 E. University Dr.	Edinburg
214264	Tri-County Communications, LTD	1421 E. Pike Blvd.	Weslaco
38873	Truckers Equipment Inc.	P. O. Box 4727	Corpus Christi
132799	Valley Outdoor Power Equipment Inc.	1012 E. Ferguson	Pharr
197807	Valley Volvo Truck Center	P. O. Box 1090	Pharr
206571	Vermeer Equipment of Texas, Inc.	P. O. Box 224991	Dallas
208078	Video Sound & Light Enterprises, Inc.	3716 S. US Hwy. 281	Edinburg
078344	Weaks Martin Implement Co., Inc.	P. O. Box 910	Mission
268755	Weldinghouse	705 N. Navigation	Corpus Christi
179701	Weslaco Ford-Mercury Inc.	800 E. Expressway 83	Weslaco
041424	Weslaco Motors	2401 E. Expressway 83	Weslaco
220833	Windshield Xpress	101 E. Warren St.	Pharr

Revised 1/9/2014mf

AI-42560 **Purchasing Department 18. A. 3.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of pre-qualified firms submitting Statements of Qualifications for establishment of a "Pool" (as listed on the RFQ Acceptance Sheets attached hereto) for engagement through the established statutory and local protocol (i.e. nomination by user, ranking by cc, negotiation of an agreement, etc.) on an "As Needed basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County's Request for Qualifications packet for the following listed Professional Services:

a. Architectural Services (RFQ No. 2014-002-12-11-YSS)
b. Engineering Services (RFQ No. 2014-003-12-11-YZV)
c. Engineering Services -Geotechnical & Construction Materials Testing (RFQ No. 2014-004-12-11-SMA)
d. Construction Management Services (RFQ No. 2014-005-12-11-MSS)
e. Real Estate Appraiser Services (RFQ No. 2014-006-12-11-SGS)
f. Surveyor Services (RFQ No. 2014-007-12-11-MEG)
with the effective date of said "pools" February 09, 2014 through March 15, 2015.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** various

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

BUDGETARY IMPACT:

Each elected office, department, program or agency will need to provide funding for services required. Purchases are on an as needed basis.

Attachments

architects logs for pool

Engineering Services Pool-2014-003- Acceptance & Participation Sheet

cmt engineering acceptance & participation log

2014-005-12-11-MSS -Construction Management Services Pool 2014 -Acceptance and Participation Logs

Professional Appraisers Services Pool

PROFESSIONAL SURVEYORS SERVICES

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/16/2014 10:13 AM
Budget & Management	Debbie Tamez	01/16/2014 10:39 AM

Manuel Chapa	Manuel Chapa	01/16/2014 02:06 PM
Auditor's Office	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Yvette Islas Started On: 01/08/2014 03:38 PM

Final Approval Date: 01/17/2014

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: DECEMBER 11, 2013 | **RFQ ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFQ: "PROFESSIONAL ARCHITECTURAL SERVICES POOL-HIDALGO COUNTY"

RFQ NO: 2014-002-12-11-YSS

RFQ	NAME OF COMPANY	2 CD'S INCLUDED	ACKNOWLEDGMENT OF RECEIPT
1	Alcocer Garcia Associates Inc. McAllen, TX	Rcvd 2 cds	Rcvd 1 original 7 copies
2	ROFA Architects McAllen, TX	Rcvd 2 cds	Rcvd 1 original 7 copies
3	Gomez Mendez Saenz, Inc. Brownsville, TX	Rcvd 2 cds	Rcvd 1 original 7 copies
4	ERO Architects McAllen, TX	Rcvd 2 cds	Rcvd 1 original 7 copies
5	Gignac & Associates, LLP Harlingen, TX	Rcvd 2 cds	Rcvd 1 original 7 copies
6	Milnet Architectural Services McAllen, TX	Rcvd 2 cds	Rcvd 1 original 7 copies
7	Mata+Garcia Architects LLP McAllen, TX	Rcvd 2 cds	Rcvd 1 original 7 copies
8	Fulcrum Consulting Services Harlingen, TX	Rcvd 2 cds	Rcvd 1 original 7 copies
9	Negrete & Kolar Architects, LLP Edinburg, TX / Austin, TX	Rcvd 2 cds	Rcvd 1 original 7 copies
10			
11			
12			
13			
14			
15			
16			
17			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: DECEMBER 11, 2013 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIONAL ARCHITECTURAL SERVICES POOL"
RFQ NO: 2014-002-12-11-YSS

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
1	**Rike Ogden Figueroa Allex Architects, Inc (ROFA)** **Diana "Di" Trevino**	Email	dianat@rofainc.com Y. Salinas	11-18-13	1007 Walnut Ave. McAllen, TX 78501 956-686-7771 956-687-3433 fax
2	**Dannenbaum Engineering** **Georgina Marie Medrano**	Email	georgina.medrano@dannenbaum.com Y. Salinas	11-18-13	1109 Nolana Avenue, Suite 208 McAllen, TX 78504 956-682-3677 956-686-1822 fax 956-429-0540
3	**HOK** **Sutton Norris**	Email	sutton.norris@hok.com Y. Salinas	11-18-13	2711 North Haskell Avenue, Suite 2250, LB 26 Dallas, TX 75204 214-231-5841 214-720-6005 fax
4	**DBR Engineering Consultants** **Roxanna Rosales**	Email	RRosales@dbrinc.com Y. Velasquez	11-19-13	200 South 10th Street Suite 901 McAllen, Texas 78501 956-68-.1640 956-683-1903
5	**ERO International, LLP** **Elizabeth Martinez**	Email	emartinez@eroarchitects.com Y. Salinas	11-19-13	300 South 8th Street Mc Allen, TX 78501 956- 661-0400 956- 821-8662 cell 956- 661-0401 fax
6	**The Warren Group Architects Inc.** **Blanca Garza, Office Manager** **Andrina Garza, AIA Director**	Email	agarza@twgarch.com Y. Salinas	11-19-13	1801 South 2nd Street, Ste 330 McAllen, TX 78503 956-994-1900 956-994-1962 fax
7	**Hoefer Wysocki Architecture** **Bob Morton, Business Development**	Email	bob.morton@hoeferwysocki.com Y. Salinas	11-20-13	11460 Tomahawk Creek Parkway: Suite 400 Leawood, Kansas 66211 913-307-3921 direct 913-424-9333 cell 913-307-3710 fax
8	**Crenshaw Consulting Group, LLC** **Denise M. Garcia, Administrative Assistant**	Email	dgarcia@crenshacg.com Y. Salinas	11-20-13	1475 N. Main Street, Suite E Las Cruces, NM 88001 575-647-1881 575-647-1991 fax
9	**Prime Vendor Inc.** **Kimberly Doumit**	Email	Bids20@prime-vendor.com Y. Salinas	11-21-13	4622 Cedar Avenue Wilmington NC 28403 800-746-9554 800-746-8307 fax
10	**Sunland Group** **Robin Flynn**	Email	rflynn@sunlandgrp.com Y. Salinas	11-21-13	1033 La Posada, Suite 370 Austin, TX 78752 512-494-0208 main 512-590-7959 direct 512-494-0406 fax
11	**Mata-GarciaArchitects, LLP** **Frank White**	BLIST	fwhite@matagarcia-architects.com Y. Salinas	11-22-13	1314 Ivy Avenue McAllen, TX 78501 956-631-1945 956-631-1968 fax

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: DECEMBER 11, 2013 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIONAL ARCHITECTURAL SERVICES POOL"
RFQ NO: 2014-002-12-11-YSS

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
12	**Alcocer Garcia Associates Design Consulting**	BLIST	edo@agadc.com George@agadc.com Y. Salinas	11-22-13	1333 East Jasmine Ave McAllen, TX 78501 956-618-2007 956-618-2008 fax
13	**GIGNAC & Associates**	BLIST	rgignac@gignac-associates.com Y. Salinas	11-22-13	222 E Van Buren, Ste 102 Harlingen, TX 78550 956-365-4820 956-365-4821 fax
14	**Raba Kistner Consultants Inc.** **Norma Salazar**	BLIST	nsalazar@rkci.com Y. Salinas	11-22-13	800 E. Hackberry Avenue McAllen, TX 78501 956-682-5332
15	**Negrete & Kolar Architects** **David Negrete**	BLIST	dnegrete@nekoarch.com Y. Salinas	11-22-13	1601 E. 7th Austin TX 78702 204 E Stubbs. Edinburg, TX 78539 512-461-8810 cell 512-474-6526 Austin office
16	**Ortiz Architecture & Environment LLC** **Juan Carlos Ortiz**	BLIST	carlos@arqorti.com Y. Salinas	11-22-13	723 South Nebraska Weslaco, TX 78596 956-867-6969 956-698-7945 fax
17	**Mata+Garcia Architects** **Hector Rene Garcia, Architect/Partner**	EMAIL	hgarcia@matagarcia-architects.com Y. Salinas	11-25-13	1314 Ivy Avenue McAllen, TX 78501 956-631-1945 956-631-1968 fax
18	**GMS Architects** **Rudy V. Gamez**	IN PERSON	rvg@gmsarchitects.com Moises. Salazar	12-06-13	1150 Paredes Line Rd Brownsville, TX 78521 956-546-0110 956-546-0196 fax
19	**Guzman & Monuz Engineering and Surveying, Inc.** **Sandra R. Spence** **Steve McGarraugh**	EMAIL	steve.mcg@rgvarch.com sspence@gmes.biz Y. Salinas	12-06-13	2020 E Expressway 83 Mercedes, TX 78570 956-565-4637 956-565-4636 fax
20	**Fulcrum Consulting Services** **Leslie Salinas**	EMAIL	lsalinas@fulcrum-cs.com Y. Salinas	12-09-13	P.O. Box 530540 Harlingen TX 78553 956-797-3411

HIDALGO COUNTY PURCHASING DEPARTMENT														
RFQ-REFERRAL POOL														
DESCRIPTION: "PROFESSIONAL ARCHITECTURAL SERVICES-HIDALGO COUNTY"												RFQ NO: 2014-002-12-11-YSS		
RFQ ACCEPTANCE DATE: DECEMBER 11, 2014												ACCPETANCE OPENING TIME: 9:30 A.M.		
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: FEBRUARY 9, 2014 THROUGH MARCH 15, 2015														
AREA OF SPECIALIZATION														
No.	**NAME OF FIRM**	**Design and Construction of Multi-level Parking Structures**	**Pre-Design Services**	**Space Planning**	**Needs Assessment**	**ADA Compliance**	**Code Analysis**	**Master Planning**	**Design for New Construction**	**Design for Alterations/Renovations**	**Interior Design**	**Programming**	**Forensic Studies**	**Cost Estimating**	**Other**
#1	**Alcocer Garcia Associates, Inc.** McAllen, TX 78501 956-618-2007 956-618-2008 fax	√	√	√	√	√	√	√	√	√	√	√		√	
#2	**ROFA Architects Inc.** McAllen, TX 78501 956-686-7771 956-687-3433 fax		√	√	√	√			√	√	√			√	
#3	**Gomez Mendez Saenz Architects** Brownsville, TX 78521 956-546-0110 956-546-0196 fax		√	√	√	√	√	√	√	√	√	√		√	
#4	**ERO Architects** Mc Allen, TX 78501 956-661-0400 956-661-0401 fax	√	√	√	√	√	√	√	√	√	√	√	√	√	
#5	**Gignac & Associates, LLP** Harlingen, TX 78550 956-365-4820 956-365-4821 fax	√	√	√	√	√	√	√	√	√	√	√	√	√	
#6	**Milnet Architectural Services** McAllen, TX 78501 956-688-5656 956-687-9289 fax		√	√	√	√	√	√	√	√	√	√	√	√	
#7	**Mata & Garcia Architects, LLP** McAllen, Tx 78501 956-631-1945 956-631-1968 fax			√	√	√		√	√	√	√	√			
#8	**Fulcrum Consulting Services** Harlingen, TX 78553 956-797-3411 956-797-3400 fax	√	√	√	√	√	√	√	√	√	√	√	√	√	
#9	**Negrete & Associates** Edinburg, TX 78539 / Austin, TX 956-386-0611 956-386-0613 fax		√	√	√	√	√	√	√	√	√	√		√	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: December 11, 2013 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL ENGINEERING POOL-HIDALGO COUNTY"

RFQ NO: 2014-003-12-11-YZV

RFQ	NAME OF COMPANY	CD's INCLUDED	ACKNOWLEDGMENT OF RECEIPT
1	SDI ENGINEERING	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
2	LAND TECH CONSULTANTS	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
3	ENTECH CIVIL ENGINEERS, INC	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
4	RABA KISTNER	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
5	RAUL E. GARCIA & ASSOCIATES	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
6	SHERFEY ENGINEERING SA, LLC	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
7	UNITECH CONSULTING	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
8	LJA ENGINEERING, INC	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
9	QUINTANILLA HEADLEY & ASSOCIATES	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
10	JAVIER HINOJOSA ENGINEERING	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
11	RIO DELTA ENGINEERING	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
12	ARANDA & ASSOCIATES	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
13	HINOJOSA ENGINEERING INC.	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
14	S & B INFRASTRUCTURE, LTD	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
15	INTERNATIONAL CONSULTING ENGINEERS (ICE)	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
16	CHANIN ENGINEERING	2-COPIES REC'D	1 ORIGINAL & 7 COPIES

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: December 05, 2013 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL ENGINEERING POOL-HIDALGO COUNTY"

RFQ NO: 2014-003-12-11-YZV

RFQ	NAME OF COMPANY	CD's INCLUDED	ACKNOWLEDGMENT OF RECEIPT
17	M. GARCIA ENGINEERING	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
18	HALFF & ASSOCIATES	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
19	SAMES	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
20	TERRACON	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
21	DANNENBAUM ENGINEERING	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
22	BUILDING TRANSPORTIONA INFRASTRUCTURE	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
23	DBR ENGINEERING CONSULTING	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
24	R. GUTIERREZ ENGINEERING	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
25	TEDSI INFRASTRUCTURE	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
26	IZAGUIRRE ENGINEERING GROUP	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
27	AEC ENGINEERING	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
28	MELDEN & HUNT INC.	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
29	DOS LOGISTICS, INC	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
30	SOUTH TEXAS INFRSTRUCTURE	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
31	CRUZ-HONGAN CONSULTING	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
32	INNOVATIVE CIVIL ENGINEERING	2-COPIES REC'D	1 ORIGINAL & 7 COPIES

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: December 11, 2013 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL ENGINEERING POOL-HIDALGO COUNTY"

RFQ NO: 2014-003-12-11-YZV

RFQ	NAME OF COMPANY	CD's INCLUDED	ACKNOWLEDGMENT OF RECEIPT
33	L & G ENGINEERING	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
34	PEREZ CONSULTING ENGINEERING	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
35	FULCUM CONSULTING SERVICES	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
36	GUZMAN & MUNOZ	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
37	LNV	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
38	LEFEVRE ENGINEERS	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
39	COOK –JOYCE INC	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
40	CORTRAN ENGINEERS	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
41	CAD CON, CORP	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
42	URBAN INFRASTRUCTURE	2-COPIES REC'D	1 ORIGINAL & 7 COPIES
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HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
RFQ NO: 2014-003-12-11-YZV

DEPARTMENT/RFQ DESCRIPTION:	**"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"**		
ACCEPTANCE DATE:	**December 11, 2013**	TIME:	**9:30 A.M.**

	NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE(S) NAME
1	**Cook-Joyce, INC** **Brian Dudley, P.E.**	Email	Brian.dudley@cook-joyce.com YZV	11/18/13	Tel: 512-370-2486 Cell: 512-771-3242
2	**Raba-Kistner, INC** **12821 W. Golden Lane** **San Antonio, Texas** **Joanna Armstrong, CPSM**	Email	Joanna.armstrong@rkci.com YZV	11/18/13	Tel: 806-355-7099 Fax: 210-699-6426
3	**S& B Infrastructure, LTD** **5408 N. 10th Street** **McAllen, Texas 78504** **Alma Walzer**	Email	acwalzer@sbinfra.com YZV	11/18/13	Tel: 956-926-5042 Fax: 956-994-0427 Cell: 956-342-1427
4	**Dos Logistics, INC.** **1002 E. Expressway 83** **Weslaco, Texas 78596** **Rico R. Vasquez**	Email	ricovasquez@doslogistics.com YZV	11/18/13	Tel: 956-968-8800 Fax: 956-447-8194
5	**BTI Civil Engineers** **Joe Torres**	TR	bticivilengineers@gmail.com YZV	11/18/13	Cell: 537-4037 PENDING CONTACT INFO
6.	**Javier Hinojosa Engineering** **416 E. Dove Avenue** **McAllen, Texas 78504** **Javier Hinojosa, P.E.**	Email	javhin@rgv.rr.com YZV	11/18/13	Tel: 956-668-1588 Fax: 956-994-8102
7	**TEDSI Infrastructure Group INC** **1201 E. Expressway 83** **Mission, Texas 78572** **Jose A. Sanchez, P.E.**	Email	Jasanchez@tedsi.com	11/18/13	Tel: 956-424-7898 Cell: 956-221-4794
8	**RH Shackelford, INC** **1100 NW Loop 410, Ste 350** **San Antonio, Texas 78213** **Vicky Allen**	Email	vstigiliano@rhsitx.com YZV	11/18/13	Tel: 210-525-0647 Fax:210-826-4906 Cell: 210-240-6988
9	**URS Corporation** **711 N Carancahua, Ste 1620** **Corpus Christi, Texas 78401-0572** **Jeff Edmonds, P.E.**	TR	Jeff.edmonds@urs.com YZV	11/18/13	Tel: 361-884-7140 Fax: 361-888-4169 Cell: 361-443-2836
10	**Dannenbaum** **1109 Nolana Avenue, Ste 208** **McAllen, Texas 78504** **Georgiana Marie Medrano**	Email	Georgiana.medrano@dannenbaum.com YZV	11/18/13	Tel: 956-682-3677 Fax: 956-686-1822
11	**HOK** **2711 North Haskell Avenue Ste 2250 LB26** **Dallas, Texas 75204** **Sutton Norris**	Email	Sutton.norris@hok.com YSS	11/18/13	Tel: 214-231-5841 Fax: 214-720-6005
12	**S & B Infrastructure** **5408 N. 10th Street** **McAllen, Texas 78504** **Sharlotte Lynne Teague, P.E.**	IP	slteague@sbinfra.com daizaguirre@sbinfra.com YZV	11/18/13	Tel: 956-926-5000 Fax: 956-994-0427 Cell: 956-279-7364
13	**DBR Engineering Consultants** **Roxanna Rosales**	Email	rrosales@bdrinc.com	11/19/13	Tel: 956 -683-1640

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
RFQ NO: 2014-003-12-11-YZV

DEPARTMENT/RFQ DESCRIPTION:	**"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"**		
ACCEPTANCE DATE:	**December 11, 2013**	ACCEPTANCE TIME:	**9:30 A.M.**

	NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE(S) NAME
14	**CADCon Corp.** **1205 W. Elizabeth** **Brownsville, Texas 78520** **Juan F. Celis**	Email	juanfcelis@gmail.com YZV	11/19/13	Tel: 956-546-7146 Fax: 956-546-7170 Cell: 956-590-3102
15	**Quintanilla Headley & Associates** **124 E. Stubbs** **Edinburg, Texas 78539**	IP	office@qhaengineering.com YZV	11/19/13	Tel: 956-381-6480
16	**Unitech Consuting Engineers, INC** **2431 E. Evans Road** **San Antonio, Texas 78259** **Ana Peters**	Email	apeters@unintech.com YZV	11/19/13	Tel: 210-641-6003 ext 178 Fax: 210-641-8279
17	**Dannenbaum** **3100 W. Alabama** **Houston, Texas 77098** **Suzie Crumpler**	Email	Suzie.crumpler@dannenbaum.com YZV	11/19/13	Tel: 713-527-6471 Main: 713-520-9570
18	**Poznecki, Camarillo INC** **5835 Callaghan Rd. #200** **San Antonio, Texas 78228** **Armando Muzquiz**	Email	amuzquiz@pozcam.com YZV	11/19/13	Tel: 210-349-3273 ext 136 Fax: 210-349-4395 Cell: 210-412-1607
19	**Atkins** **6504 Bridge Point Parkway, Ste 200** **Austin, Texas 78730** **Cindy L. Miller**	Email	Cindy.miller@atkinsglobal.com YZV	11/19/13	Tel: 512-342-3418 Fax: 512-327-2453 Cell: 512-466-7721
20	**SDI Engineering, LLC** **5602 Iowa Rd.** **Edinburg, Texas 78540** **Pilar Corpus, CESSWI**	Email	pcorpus@sdi-engineering.com YZV	11/20/13	Tel: 956-287-1818 Fax: 956-287-3697
21	**LeFevre Engineering & Management Consulting, LLC** **612 Nolana, Ste 520** **McAllen, Texas 78504** **Eric Cantu**	Email	eric@lefevregroup.net YZV	11/20/13	Tel: 956-687-5362 Fax: 956-687-5363
22	**Halff Associates, INC** **5000 West Military, Ste 100** **McAllen, Texas 78503-7446** **Courtney M. Villarreal**	Email	cvillarreal@halff.com YZV	11/20/13	Tel: 956-664-0286 Fax: 956-664-0282
23	**L & G Engineering** **2100 W. Expressway 83** **Mercedes, Texas 78570** **Marie Bustamante**	Email	mbustamante@lgengineers.com YZV	11/20/13	Tel: 956-565-9813 Fax: 956-565-9018
24	**Crenshaw Consulting Group, LLC** **1475N Main Street Ste E** **Las Cruces, NM 88001** **Denise Garcia**	Email	dgarcia@crenshawcg.com YZV	11/20/13	Tel: 575-647-1881 Fax: 575-647-1991
25	**CARDNO** **2590 Oakmont Drie Ste 410** **Round Rock, TX 78665** **Pamela Lowe**	Email	Pamela.lowe@cardno.com YZV	11/20/13	Tel: 512-459-6300 Fax: 512-520-2571
26	**Hinojosa Engineering, INC** **108 W. 18th Street** **Mission, Texas 78572** **Kenya Olivares**	Email	kolivares@hengineering.com YZV	11/20/13	Tel: 956-581-0143 Fax: 956-581-2074

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
RFQ NO: 2014-003-12-11-YZV

DEPARTMENT/RFQ DESCRIPTION:	**"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"**		
ACCEPTANCE DATE:	**DECEMBER 11, 2013**	ACCEPTANCE TIME:	**9:30 A.M.**

	NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE(S) NAME
27	**Prime Vendor INC.** **4622 Cedar Avenue** **Wilmington, NC 28403** **Kimberly Doumit**	Email	Bids20@prime-vendor.com YZV	11/20/13	Tel: 800-746-9554 Fax: 800-746-8307
28	**Cude Engineers** **4122 Pond Hill Rd, Ste 101** **San Antonio, TX 78231** **Maggie Seay, CPSM**	Email	mseay@cudeengineers.com YZV	11/21/13	Tel: 210-681-2951 ext. 106 Cell: 210-639-8801
29	**Sunland Group, INC** **1033 La Posada, Ste 370** **Austin, Texas 78752** **Robin Flynn**	Email	rflynn@sunlandgrp.com YZV	11/21/13	Tel: 512-494-0208 Fax: 512-494-0406
30	**Rio Delta Engineering** **921 South 10th Street** **Edinburg, TX 78539** **Debbie Guerra**	Email	Riodelta2004@yahoo.com YZV	11/21/13	Tel: 956-380-5152 Fax: 956-380-5083
31	**ERO ARCHITECTS** **300 S. 8TH STREET** **McALLEN, TX 78501**	BLM	acantu@goero.com emartinez@goero.com YZV	11/22/13	Tel: 956-661-0400
32	**Prodigy Construction Management** **1335 E. Jasmine Avenue** **McAllen, Texas 78501**	BLM	prodigy@prodigycompany.com YZV	11/22/13	Tel: 956- 880-1122
33	**Applied Pavement Technology INC** **1755 E. Plumb Lane Ste 264** **Reno, NV 89502**	BLM	tsmith@appliedpavement.com YZV	11/22/13	Tel: 775-345-1999
34	**Guzman & Munoz Engineering** **2020 E. Exp. 83** **Mercedes, TX 78570**	BLM	receptionist@gmes.biz sspence@gmes.biz YZV	11/22/13	Tel: 956-565-4637
35	**Rodriguez Engineering** **P. O. Box 1830** **Edinburg, Texas 78540**	BLM	Atm1963@hotmail.com YZV	11//22/13	
36	**Urban Infrastructure Group INC** **P. O. Box 729** **135 South 8th St** **Donna, Texas 78537**	BLM	cgonzalez@uigtexas.com YZV	11/22/13	
37	**R. Gutierrez Engineering Corp** **317 E. Park** **Pharr, Texas78577**	BLM	Javier@rgec.net YZV	11/22/13	Tel: 956-782-2557
38	**Barrera Torres Infrastructure, PLLC** **7001 N. 10 th Street Ste 300** **McAllen, Texas 78504**	BLM	Joe.torres@bti-engineering.com Rene.barrera@bti-engineering.com YZV	11/22/13	
39	**Cortran Engineering PLLC** **7210E. Esperanza, Ste H** **McAllen, Texas 78504**	BLM	yara@cortranengineering.com YZV	11/22/13	Tel: 956-+82-0289
40	**Cruz-Hogan Consultants** **605 E. Violet Avenue Ste 5** **McAllen, Texas 78504**	BLM	Ronnie@cruzhogan.net lorena@cruzhogan.net YZV	11/22/13	956 682-5022

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
RFQ NO: 2013-002-12-05-YZV

DEPARTMENT/RFQ DESCRIPTION: **"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"**

	NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE(S) NAME
41	**SAMES Engineering & Surveying** **200 S. Cage Blvd.** **Pharr, Texas**	BLM	sam@samengineering-surveying.com YZV	11/22/13	Tel: 956-702-8880
42	**Melden & Hunt, INC** **115 W. McIntyre Street** **Edinburg, Texas 78539**	BLM	fkurth@meldenandhunt.com dian@meldenandhunt.com YZV	11/22/13	Tel: 956-381-0981
43	**Rio Delta Surveying** **8207 Mateo Escobar** **Monte Alto, Texas 78538**	BLM	Mario@riodeltasurveying.com YZV	11/22/13	Tel: 956-380-5154
44	**Aranda & Associates, INC** **1552 Dove Avenue** **McAllen, Texas 78504** **Jorge A. Gonzalez, P.E., CFM**	Email	gonzalezj@arandaworld.com YZV	11/22/13	Tel: 956-631-0944 Fax: 956-631-0992
45	**Landtech Consultants, INC** **2525 North Loop West Ste 300** **Houston, Texas** **Cathy D'Arche, CPSM**	Email	cdarche@landtech-inc.com YZV	11/22/13	Tel: 713-861-7068 Fax: 713-861-4131
46	**R.E. Garcia and Associates** **116 n. 12th Avenue** **Edinburg, Texas 78541**	BLM	regassoc@aol.com YZV	11/22/13	Tel: 956 -381-1061
47	**LJA Engineering** **2929 Briarpark Dr. Ste 600** **Houston, Texas 77042** **Maria Lucio**	Email	mlucio@ljaengineering.com YZV	11/26/13	Tel: 713-953-5136 Fax: 713-953-5066
48	**LNV Solutions INC** **801 W. Nolana, Suite 202** **McAllen, Texas 78504** **Eugene Palacios**	Email	epalacios@lnvinc.com YZV	12/02/13	Tel:956-627-3979
49		TR/Email	Julio@southtexasig.com YZV	12/04/13	Tel: 956-451-2670
50	**Entech Civil Engineers, INC** **16360 Park Ten Place, Ste 230** **Houston, Texas 77084** **Myrna Soto**	Email	msoto@entechhou.com YZV	12/05/13	Tel: 281-945-0069 Fax: 281-945-0081
51	**CES Netwrok Services, INC** **Enrique Flores**	Email	ehflores@cesnetser.com YZV	12/05/13	Tel: 972-241-3683 exte 125 Fax: 972-241-8973
52	**S & G Engineers** **1803 Mozelle St** **Pharr, Texas 78577** **Sherfry Garcia**	IP	rsalazar@sherfeysa.com Signature YZV		Tel: 956 797-5355
53	**AEC Engineering LLC** **P.O. Box 480** **Edinburg, Texas 78539** **Angela Garza/Carlos Garza**	IP	carlos@aecengineering.net Signature YZV		Tel: 956 380-6552
54	**Perez Consulting Engineering** **808 Dallas Avenue** **McAllen, Texas 78501** **Anna**	TR/Email	ah@perezce.com	12/06/13	Tel: 956-631-4482

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
RFQ NO: 2013-002-12-05-YZV

DEPARTMENT/RFQ DESCRIPTION: **"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"**

	NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE(S) NAME
55	**MILLENNIUM ENGINEERS GROUP, INC.** **Attn: Raul Palma**	TR/Email	meg@megengineers.com YZV	12/06/13	705 Dawson Drive Edinburg, TX 78539 TEL: 956-383-8522 FAX: 956-383-0295
56	**Terracon Consultants, INC** **1506 Mid-Cities Drive** **Pharr, Texas 78577**	TR/Email	jaflores@terracon.com smrendon@terracon.com YZV	12/06/13	Tel: 956-283-8254
57	**Melden & Hunt Inc.** **115 W. McIntyre Street** **Edinburg, Texas 78539**		tina@meldenandhunt.com YZV	12/06/13	Tel: 956 – 381-0981
58	**Chanin Engineering, LLC** **400 Nolana Suite N2** **McAllen, Texas 78504** **Amanda**	BLM	Amanda@chaninengineering.com YZV	12/06/13	Tel: 956-687-9421
59	**M. Garcia Engineering (MGE)** **400 Nolana Ste N2** **McAllen, Texas 78504** **Mariano**	BLM	mariano@mgarciaengnineering.com YZV	12/06/13	Tel: 956-687-9421 Fax: 956-687-3211
60	**Spoor Engineering** **202 South 4th Street** **McAllen, Texas 78501.** **Steve Spoor**	BLM	spooreng@sbcglobal.net YZV	12/06/13	Tel: 956-683-1000
61	**Izaguirre Engineering Group INC.** **7413 N. La Homa Rd** **Mission, Texas 78574** **Diana Izaguirre**	BLM	Diana.izaguirre@yahoo.com YZV	12/06/13	Tel: 956 584-0554
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HIDALGO COUNTY PURCHASING DEPARTMENT ACCEPTANCE SHEET

DEPARTMENT NAME/DECRIPTION: HIDALGO COUNTY -Professional Engineering Services- *Geotechnical & Construction Materials Testing Pool"*

RFQ ACCEPTANCE DATE: December 05, 2012	***RFQ ACCEPTANCE TIME**: 9:30 A.M.*
RFQ NO: *2013-003-12-05-SMA*	**BUYER:** *Sandra Montalvo*

	NAME OF COMPANY	CD Included	ACKNOWLEDGMENT OF RECEIPT
1	**EARTH CO.**	2	√
2	**RABA KISTNER**	2	√
3	**L & G ENGINEERING LABORATORY**	2	√
4	**MEG Engineers**	2	√
5	**TERRACON**	2	√
6	**PSI , INC.**	2	√
7	**TSI Laboratories, Inc.**	2	√

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG

RFQ ACCEPTANCE DATE: ***December 05, 2012*** | **RFQ ACCEPTANCE TIME:** ***9:30 A.M***

DEPARTMENT/RFQ DESCRIPTION: ***"Professional Engineering Services-Geotechnical & Construction Materials Testing Pool"***

RFQ NO: ***2013-003-12-05-SMA*** | **BUYER:** *Sandra Montalvo*

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
1.	RABA-KISTNER CONSULTANTS, INC. Attn: Norma Salazar or Joanna L. Armstrong	BLM/EM	Sandra Montalvo	11/13/12	800 E. Hackberry Avenue McAllen, Texas 78501 Tel (956) 682-5332 Fax:(956) 682-5487 nsalazar@rkci.com 12821 W. Golden lane San Antonio, TX 78249 Tel:(210) 699-9090 **P** 806 :: 355 :: 7099 -Joanna Fax:(210) 699-6426 kbraun@rkci.com jarmstrong@rkci.com
2.	HALFF ASSOCIATES, INC Attn: Joey Trevino	BLM/EM	Sandra Montalvo	11/13/12	5000 West Military, Suite 100 McAllen, Texas 78503 Tel (956)664-0286 Fax:(956) 664-0282 jtrevino@halff.com
3.	MILLENNIUM ENGINEERS GROUP Attn: Andres Palma	BLM/EM	Sandra Montalvo	11/13/12	P.O. Box 4569-7050 705 Dawson Drive Edinburg, TX 78540 Tel:(956) 383-8522 Fax:(956) 383-0295 apalma@megengineers.com rpalma@megengineers.com hpalma@megengineers.com
4.	TERRACON CONSULTANTS, INC Attn: J.A. Flores	BLM/EM	Sandra Montalvo	11/13/12	1506 Mid-Cities Drive Pharr, TX 78577 Tel:(956) 283-8254 Fax(956) 283-8279 jaflores@terracon.com dlrodriguez@terracon.com smrendon@terracon.com
5.	L & G ENGINEERING LABORATORY, LLC Attn: Jacinto Garza, P.E. or Ricardo A. Gil	BLM/EM	Sandra Montalvo	11/13/12	2100 West Expressway 83 Mercedes, TX 78560 Tel: (956) 565-0760 Fax:(956)565-6746 jacinto@lgengineers.com **rgil@lgengineers.com**
6.	PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI) Attn: Hector J. Lopez, P.E.	BLM/EM	Sandra Montalvo	11/13/12	2020 N. Loop 499, Suite 302 Harlingen, Texas 78550 (956) 423-6826 (office) (956) 453-6172 (mobile) (956) 423-5735 (fax) hector.lopez@psiusa.com eladio.garza@psiusa.com
7.	EARTH CO., LLC Attn: Rudy Martinez	BLM/EM	Sandra Montalvo	11/13/12	1306 S. "F" Street Suite A Harlingen, TX 78550 Tel:(956)428-2443 Fax (956)793-6387 rudy.martinez@earthcorgv.com
8.	QUINTANILLA, HEADLEY & ASSOCIATES Attn: Dinorah Quintanilla	BLM/EM	Sandra Montalvo	11/13/12	124 E. Stubbs Edinburg, Tx 78539 956-381-6480 quintanillaheadley@sbcglobal.net normaq@qhaengineering.com

9.	T.S.I. LABORATORIES, INC. Attn: Gary Quintanilla or Murphy G. Scurry	BLM/EM	Sandra Montalvo	11/13/12	901 E. Expressway 83 La Feria Tx 78559 tsi_laferia@sbcglobal.net (956)802-7328 Murphy's cell (956)797-9031 La Feria Office 956-797-2056 fax 1810 S. Laurent Victoria, Tx 77901 (361)578-6933 Victoria Tx Office (361)578-2601 fax (210)392-2260 Gary's cell garyq_tsisanantonio@yahoo.com
10.	DANNENBAUM Attn: Louis H. Jones Jr. or Richard D. Seitz	EMR	Sandra Montalvo	11/13/12	1109 Nolana Loop, Suite 208 McAllen, Texas 78504 Office (956) 682-3677 Fax: (956) 686-1822 Cynthia.Luera@dannenbaum.com louis.jones@dannenbaum.com richard.seitz@dannenbaum.com
11.	IMS Attn: Pierre De Sousa	EMR	Sandra Montalvo	11/14/12	945 Hornblend Street, Suite G San Diego, CA 92109 (858) 490-5013 (direct) (888) 467-3151 (toll free) (858) 490-8811 (fax) TX1@imsinfo.com www.imsinfo.com
12.	Fulcrum Consulting Services attn:George Lazaro	EMR	Sandra Montalvo	11/28/12	P.O. Box 530540 Harlingen, Texas 78553 Phone: 956-797-3411 Fax: 956-797-3400

***VIA:**
E-mail (EM)
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
EMAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: **HIDALGO COUNTY**

RFQ ACCEPTANCE DATE: **DECEMBER 11, 2013** RFQ ACCEPTANCE TIME: **9:30 A.M.**

DESCRIPTION OF RFQ: **"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2014-005-12-11-MSS**

RFQ	NAME OF COMPANY	2 CDs INCLUDED	ACKNOWLEDGMENT OF RECEIPT / # of copies	
1	Prodigy Construction Management, LLC 1335 E. Jasmine Ave. McAllen, Texas 78501	Y	Original	Y
			7 Copies	Y
2	HOV Services, Inc/ Meridian Consulting Group 11122 Wurzbach Road, Suite 206 San Antonio, TX 78230	Y	Original	Y
			7 Copies	Y
3	DOS Logistics, Inc 1002 E. Expressway 83 Weslaco, TX 78596	Y	Original	Y
			7 Copies	Y
4	S&B Infrastructure, Ltd - McAllen 5408 N. 10th Street McAllen, TX 78504	Y	Original	Y
			7 Copies	Y
5	HALFF ASSOCIATES, INC. 5000 West Military, Suite 100 McAllen, Texas 78503-7446 www.halff.com	Y	Original	Y
			7 Copies	Y
6	Dannenbaum Engineering Company, LLC 1109 Nolana, Suite 208 McAllen, Texas 78504 www.dannenbaum.com	Y	Original	Y
			7 Copies	Y
7	R.H. Shackelford 1100 NW Loop 410, Suite 546 San Antonio, TX 78213	Y	Original	Y
			7 Copies	Y
8	Broaddus & Associates, Inc. 1100 E. Jasmine Ave., Suite 102 McAllen, TX 78501 Xochitl Ortiz	Y	Original	Y
			7 Copies	Y
9	TEDSI Infrastructure Group 1201 E. Expressway 83 Mission, TX 78572	Y	Original	Y
			7 Copies	Y
10	HighMark Construction Company, LLC 3827 N. 10th St., Suite 305 McAllen, Texas 78501	Y	Original	Y
			7 Copies	Y
11	Guzman & Munoz Engineering and Surveying, Inc. 2020 E. Expressway 83 Mercedes, TX 78570	Y	Original	Y
			7 Copies	Y
12	Cortran Engineering PLLC 721 E. Esperanza, Ste H McAllen, Texas 78504	Y	Original	Y
			7 Copies	Y

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: **HIDALGO COUNTY**

RFQ ACCEPTANCE DATE: **DECEMBER 11, 2013** RFQ ACCEPTANCE TIME: **9:30 A.M.**

DESCRIPTION OF RFQ: **"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2014-005-12-11-MSS**

RFQ	NAME OF COMPANY	2 CDs INCLUDED	ACKNOWLEDGMENT OF RECEIPT / # of copies	
13	LeFevre Environmental & Management Consulting, LLC (LEMC) 612 Nolana, Suite 520 McAllen, Texas. www.lefevregroup.net	Y	Original	Y
			7 Copies	Y
14	Izaguirre Engineering Group, LLC 7413 N. La Homa Rd. Mission, TX 78572	Y	Original	Y
			7 Copies	Y
15			Original	
			7 Copies	
16			Original	
			7 Copies	
17			Original	
			7 Copies	
18			Original	
			7 Copies	
19			Original	
			7 Copies	
20			Original	
			7 Copies	
21			Original	
			7 Copies	
22			Original	
			7 Copies	
23			Original	
			7 Copies	

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: **DECEMBER 11, 2013** BID OPENING TIME: **9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: **HIDALGO COUNTY –"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2014-005-12-11-MSS**

#	NAME OF VENDOR: COMPANY/FIRM	REQUEST *VIA			SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
1	**G.A.S. Enterprises, Inc.** Melissa Perez, Project Coordinator/Estimator Address: P.O. Box 309 Elsa, Texas 78543	E-MAIL			gas107@aol.com	11/19/13	956-262-7106 956-262-7107 Melissa Perez
2	**Prodigy Construction Management, LLC** Alex Palacios-President 4409 N. 22nd McAllen, Texas 78504	E-MAIL			apalacios@prodigycompany.com	11/19/13	~~956.330.6002~~ 956-800-1122
3	**Dannenbaum Engineering Company, LLC** Sandra Rodriguez Spence, Administrative Manager 1109 Nolana, Suite 208 McAllen, Texas 78504 www.dannenbaum.com	E-MAIL			Georgiana.medrano@dannenbaum.com Suzie.Crumpler@dannenbaum.com Cynthia.luera@dannenbaum.com Richard.seitz@dannenbaum.com Gloria.Rodriguez@dannenbaum.com	11/19/13	713-527-6471 (956)682-3677 Office (956)686-1822 Fax (956)789-1257 Cellular
4	**S&B Infrastructure, Ltd - McAllen** Alma Walzer, Government Liaison 5408 N. 10th Street McAllen, TX 78504	E-MAIL IP			ACWalzer@sbinfra.com slteague@sbinfra.com daizaguirre@sbinfra.com	11/19/13	956-926-5042 956-994-0427 fax 956-342-1427 cell 956-279-7364 Walzer, Alma Sharlotte Teague
5	**HighMark Construction Company, LLC** Carlo Cantu, CEO 3827 N. 10th St., Suite 305 McAllen, Texas 78501	E-MAIL			carlo.cantu@highmark-construction.com	11/19/13	956-451-3274 cell 956-664-2359 fax Carlo Cantu
6	**R.H. Shackelford** Vicky Allen, *Business Development Manager* 1100 NW Loop 410, Suite 546 San Antonio, TX 78213	E-MAIL			vstigliano@rhsitx.com	11/19/13	210-525-0647 210-240-6988 210-826-4906
7	**SAM Engineering and Surveying, Inc. (SAMES, Inc.)** Jose Rodriguez, E.I.T. 200 S. Cage Blvd. Pharr, Texas 78577	E-MAIL			jose@samengineering-surveying.com	11/19/13	956-702-8880 956-702-8883 fax
8	**DOS Logistics, Inc** **Rico R. Vasquez** 1002 E. Expressway 83 Weslaco, TX 78596	E-MAIL			ricovasquez@doslogistics.com lupita@doslogistics.com hugogonzalez@doslogistics.com	11/19/13	956-968-8800 956-447-8194 F

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: **DECEMBER 11, 2013** BID OPENING TIME: **9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: **HIDALGO COUNTY –"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2014-005-12-11-MSS**

#	NAME OF VENDOR: COMPANY/FIRM	REQUEST *VIA			SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
9	**TEDSI Infrastructure Group** 1201 E. Expressway 83 Mission, TX 78572	E-MAIL			JASanchez@tedsi.com MLugo@tedsi.com	11/19/13 11/25/13	956-424-7898 956-424-7022
10	**Broaddus & Associates, Inc.** Gilbert Gallegos, AIA 1100 E. Jasmine Ave., Suite 102 McAllen, TX 78501 Xochitl Ortiz	E-MAIL			xortiz@broaddusassociates.com annay1929@yahoo.com	11/19/13	956-688-2307 956-688-2315
11	**Prime Vendor Inc.** Erika Russ 4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429	E-MAIL			Bids17@prime-vendor.com	11/19/13	800-746-9554 800-746-8307 fax
12	**Tandem Consulting, LLC** Don Roundtree 7389 I-30 E Spring Sulphur Springs, TX 78542	E-MAIL			domn@tandem-consulting.net	11/19/13	903-439-7217
13	**Guzman & Munoz Engineering and Surveying, Inc.** Alfredo J. Resendez 2020 E. Expressway 83 Mercedes, TX 78570	E-MAIL			Aresendez@gmes.biz jmunoz@gmes.biz sspence@gmes.biz	11/19/13	956-565-4637 956-565-4636
14	**Yates Construction** Susan Charles 900 Arion Pkwy, Bldg D, Ste110 San Antonio, TX 78216	E-MAIL			scharles@wgyates.com	11/19/13	956-565-4637 956-565-4636
15	**Civil Engineering Consultants (CEC)** Frank M. Jaster, P.E. 11550 IH 10 Suite 395 San Antonio, TX 78230-1037	E-MAIL			fjaster@cectexas.com	11/19/13	210-641-9999 210-641-6440 fax 210-324-9964 cell
16	**Skanska USA Building Consulting** Marsh Ragland 30 Burton Hills Boulevard, Suite 400 Nashville, TN 37215	E-MAIL			Marsh.Raglnad@skanska.com	11/19/13	615-238-6709 615-887-6970 mobile 615-665-5510 fax

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: **DECEMBER 11, 2013** BID OPENING TIME: **9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: **HIDALGO COUNTY –"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2014-005-12-11-MSS**

#	NAME OF VENDOR: COMPANY/FIRM	REQUEST *VIA			SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
17	**IMS** Jenny Flanagan 945 Hornbled Street, Suite G San Diego, CA 92109	E-MAIL			jflanagan@imsinfo.com	11/19/13	858-490-8823 888-467-3151 858-490-8811 fax
18	**FJW Construction** Jeanne Baker, Office Manager 1100 E. Jasmine, Suite 102 McAllen, TX 78501	E-MAIL			jbaker@fjwcc.com	11/19/13	956-688-2397 956-525-3967 956-688-2315 fax
19	**Urban Infrastructure Group, Inc.** Eric Gonzalez, P.E. 135 South 8th Street, Suite D Donna, TX 78537	E-MAIL			cgonzalez@uigtexas.com	11/19/13	956-377-2932 956-377-2841 512-731-6844
20	**IDEA Group, LLC** Jesus Bustos, Principal & Architect 1409 Galveston Ave McAllen, TX 78501	IP			ideagrp95@sbc.global.net	11/19/13	956-686-6806 956566-8666 956-686-5704 fax
21	**Brian Wyatt, Construction Management Consultant**	E-MAIL			brian@lcc3.com	11/19/13	909-841-3856 800-420-3407 fax
22	**Barrera Land Surveying** Joe Barrera Jr. 7715 Mainland Dr. Ste 114 San Antonio, TX 78250	E-MAIL			Barreralandsurveying.joe@gmail.com	11/19/13	210-444-9023 210-444-9479 fax
23	**R. E. Garcia & Associates** Raul E. Garcia 116 N. 12th Edinburg, TX 78541	E-MAIL			regaassoc@aol.com	11/19/13	956-381-1061 956-239-2037c
24	**BHDS Group** Barbara Inc. Lawrence Barbara, President 7075 Twin Hills Avenue, 3rd Floor Dallas, TX 75231	E-MAIL			lawrence.barbara@bhdsgroup.com	11/19/13	O 214.691.1970 x 203 C 214.704.6512 F 214.691.1972

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: **DECEMBER 11, 2013** BID OPENING TIME: **9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: **HIDALGO COUNTY –"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2014-005-12-11-MSS**

#	NAME OF VENDOR: COMPANY/FIRM	REQUEST *VIA			SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
25	**HOV Services, LLC** Jed Henning, Senior Project Manager 11122 Wurzbach Road, Suite 206 San Antonio, TX 78230	E-MAIL			jed.henning@hovservices.com Allen.Thibodeaux@hovservices.com	11/19/13	T - 210-558-7500 F - 210-558-7612 C - 210-627-3611
26	**CDM Smith, Client Service Manager** Eduardo J. Parra, P.E., LEED AP BD+C 1777 NE Loop 410, Suite 500 San Antonio, TX 78217 Consulting engineering construction operations TBPE No. F-3043	E-Mail			ParraEJ@cdmsmith.com	11/19/13	t/f: 210-253-2881 m: 832-623-3447 main: 210-826-3200
27	**Coast and Harbor Associates** Alex Pollard, Contracts Manager 7 Kimball Ln, Suite D Lynnfield, Ma 01940	E-Mail			contracting@coastandharbor.com	11/19/13	781-224-3874 - Phone 781-224-3876 – Fax
28	**Freese and Nichols, Inc.** Janell Broyles, Senior Marketing Coordinator 4055 International Plaza, Suite 200 Fort Worth, TX 76109-4895	E-Mail			Janell.Broyles@freese.com	11/19/13	817-735-7561 office 817-735-7482 fax
29	**First Housing** Angi Darling Sr. Escrow Administrator	E-Mail			adarling@firsthousingfl.com	11/19/13	T: 813.289.9410 F: 813.289.5580 Toll Free: 800.967.9410
30	**JAGz Consulting Engineers, LLC** Jorge A. Gonzalez, P.E., C.F.M. web: http://www.jagzce.com/	E-Mail			Jorge@jagzce.com	11/19/13	Tel: 956.270.8476 Fax: 956.381.9109
31	**B R I O N E S** **CONSULTING & ENGINEERING, LTD.** Lori Wiltz 8118 BROADWAY SAN ANTONIO, TX 78209	E-Mail			lori@brionesservices.com	11/19/13	OFFICE: (210) 828 - 1431 FAX: (210) 828 -1432
32	**HL ENGINEERING GROUP** Hernan Lugo, P.E., C.F.M., Principal 5111 N. 10th St. Ste. 246 McAllen, TX 78504	IP E-mail			hlugot@gmail.com	11/19/13	Cell: (956) 648-9799 Fax: (956) 386-9163

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: **DECEMBER 11, 2013** BID OPENING TIME: **9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: **HIDALGO COUNTY –"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2014-005-12-11-MSS**

#	NAME OF VENDOR: COMPANY/FIRM	REQUEST *VIA			SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
33	**Naismith Engineering, Inc.** Christine Breeden, Office Manager 789 E. Washington St. Brownsville, Texas 78520	E-Mail			cbreeden@naismith-engineering.com	11/19/13	956-541-1155 775-305-2554 (Fax)
34	**Michael Chapa** 11208 DK Ranch Rd Austin, TX	IP by Dairen Sarmineto HCHD			mchapa@crdgrp.com	11/19/13	Ph 512-775-5766
35	**Summers A/E/C** Linda Summers	E-Mail			linda@summersaec.com	11/19/13	214-850-8407
36	**Virtual Builders Exchange** Sarrah Hearn	E-Mail			sarrah@virtualbx.com	11/19/13	210-564-6900 Ext.105 210-564-6902
37	**ECM International, Inc.** Rosie Lujan, Manager Corporate Admin. 404 Executive Center Blvd. El Paso, TX 79902 www.ecmintl.com	E-Mail			rlujan@ecmintl.com	11/19/13	(915) 351-1900 office
38	**Raba Kistner Consultants, Inc.** Norma E. Salazar, Administrative assistant 800 E. Hackberry Avenue McAllen, TX 78501 www.rkci.com	E-Mail			nsalazar@rkci.com joanna.armstrong@rkci.com	11/19/13	P 956 :: 682 :: 5332 F 956 :: 682 :: 5487
39	**LeFevre Environmental & Management Consulting, LLC (LEMC)** Erica Mata, CAD Technician 612 Nolana, Suite 520 McAllen, Texas. www.lefevregroup.net	E-Mail			erica@lefevregroup.net	11/19/13	956-661-800 F 956-661-8001
40	**Pepper Lawson Waterworks, LLC** Mary Ann Carroll, Marketing Coordinator 3701 Kirby Suite 1133 Houston , TX 77098 www.plwaterworks.com	E-Mail			mcarroll@pepperlawson.com	11/19/13	Office: 713-521-0174 Direct: 713-344-2405 Fax: 713-521-0386

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: **DECEMBER 11, 2013** BID OPENING TIME: **9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: **HIDALGO COUNTY –"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2014-005-12-11-MSS**

#	NAME OF VENDOR: COMPANY/FIRM	REQUEST *VIA			SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
41	**L&G Engineering & Laboratory** *David A. Saenz, P.E., C.F.M.,* Project Engineer 900 S. Stewart Rd., Suite 6 Mission, TX 78572 www.LGEngineers.com www.LGEngineers.com/laboratory	E-Mail			dsaenz@lgengineers.com	11/19/13	Office: (956) 583-7117 Mobile: (956) 463-2504
42	**Cortran Engineering PLLC** 721 E. Esperanza, Ste H McAllen, Texas 78504	E-Mail			yara@cortranengineering.com	11/19/13	Tel: 956-971-0289
43	**Fetterhoff Company** Robin Riker	E-Mail			robin.riker@fetterhoff.com	11/19/13	
44	**Javier Hinojosa Engineering** 416 E. Dove Ave. McAllen, TX 78504	e-mail			javhin@rgv.rr.com	11/19/13	956-668-1588 956-994-8102 F
45	**ATKINS** 18383 Preston Road, Suite 500 Dallas, TX	e-mail			Luis.delgado@atkinsglobal.com	11/19/13	972-818-7275 EXT
46	**VRX, Inc.** 2500 N. Dallas Pkwy., Suite 450 Plano, TX 75093	e-mail			bonnie.tinsley@vrxglobal.com	11/19/13	214-636-4648 972-309-9683
47	**The Warren Group Architects, Inc.** 1801 South 2nd Street, Ste. 330 McAllen, Texas 78503 Mrs. Laura Nassri Warren, AIA, Principal Mrs. Andrina Garza, Assoc. AIA, Director	e-mail by Yvette			lwarren@twgarch.com agarza@twgarch.com	11/19/13	t 956 994 1900 f 956 994 1962
48	**Ecm International Inc.** Thiago Silva 404 Executive Center Blvd. El Paso, Texas 79902 www.ecmintl.com Since 1983	e-mail			tsilva@ecmintl.com	11/20/13	915 351-1900 office

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: **DECEMBER 11, 2013** BID OPENING TIME: **9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: **HIDALGO COUNTY –"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2014-005-12-11-MSS**

#	NAME OF VENDOR: COMPANY/FIRM	REQUEST *VIA			SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
49	**Hill International, Inc.** Freddie T. Bustillo, Vice President 16801 Greenspoint Park Drive, Suite 130 Houston, Texas 77060	e-mail			freddiebustillo@hillintl.com	11/20/13	(713) 349-9333 F (713) 349-9334 C (713) 396-9714
50	**Prime Vendor Inc.** Kimberly Doumit 4622 Cedar Avenue Wilmington NC 28403	e-mail			bids20@prime-vendor.com	11/21/13	1-800-746-9554 Fax: 800-746-8307
51	**Sunland Group, Inc.** Robin Flynn Marketing 1033 La Posada, Suite 370 Austin, Texas 78752 http://www.Sunlandgrp.com	e-mail			rflynn@sunlandgrp.com	11/21/13	512.494.0208 (Main) 512.590.7959 (Direct) Fax. 512.494.0406
52	**HALFF ASSOCIATES, INC.** Courtney M. Villarreal, Administrative Assistan 5000 West Military, Suite 100 McAllen, Texas 78503-7446 www.halff.com	e-mail			cVillarreal@Halff.com	11/25/13	(956) 664-0286 F (956) 664-0282
53	**AEC Engineering, LLC** P. O. Box 480 Edinburg, TX Angela Garza	IP			carlos@aecengineering.net	12/05/13	(956) 380-6558 F (956) 380-6110
54	**Izaguirre Engineering Group, LLC** Diana Izaguirre –President 7413 N. La Homa Rd. Mission, TX 78572				diana.izaguirre@yahoo.com		956-584-0554 F 956-584-0190
55							
56							

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: DECEMBER 11, 2013	**RSQ OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: " PROFESSIONAL APPRAISAL SERVICES POOL"

RFSQ NO: 2014-006-12-11-SGS	**BUYER: SANDY SUAREZ**

	PARTICIPATING VENDORS	**CDs INCLUDED**	**ACCEPTANCE RECEIPT**	
			Original	**Copies**
1	**HLH APPRAISAL SERVICES**	✓	**1**	**7**
2.	**PROFESSIONAL APPRAISAL SERVICES**	✓	**1**	**7**
3.	**INTEGRA REALTY RESOURCES**	✓	**1**	**7**
4.	**LEONEL GARZA JR & ASSOC.**	✓	**1**	**7**
5.	**GEORGE JAIME SALAZAR**	✓	**1**	**7**
6.				
7.				
8.				

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUEST FOR QUALIFICATION PACKETS

RFQ ACCEPTANCE DATE: December 11, 2012 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ DESCRIPTION: "PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"

RFQ NO: 2014-006-12-11-SGS | **BUYER: Sandy Suarez**

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS, PHONE, FAX No.'s & EMAIL ADDRESS
1.	TEDSI INFRASTRUCTURE GROUP Attn: Maria Lugo	BLM/ EM	Sandy Suarez	11/18/13	1201 E. Expressway 83 Mission, Texas 78572 Ph. (956) 424-7898 Fax (956) 424-7022 mlugo@tedsi.com
2.	HLH APPRAISAL SERVICES Attn: Harvey L. Heerssen	BLM	Sandy Suarez	11/18/13	6107 Aberton Forest Drive Houston, Tx 281-855-7763 Office 281-799-5652 Cell heerssen@sbcglobal.net
3.	LEONEL GARZA, JR. & ASSC. LLC. Attn: Leonel Garza Jr.	BLM	Sandy Suarez	11/18/13	1419 Dove, Ste 1 McAllen, TX 78504 Tele: 956-687-7295 Fax: 956-687-9236 Leonel3@aol.com leonel3@garza-associates.com almao@garza-associates.com
4.	PROFESSIONAL APPRAISAL SERVICES INC. Attn: John H. Malcom Jr.	BLM	Sandy Suarez	11/18/13	P.O. BOX 3722 1105 Tamarack Ave. McAllen, Tx 78501 956-687-9535 office 956-687-9539 fax jmalcom@proappraisal.com
5.	A. PALACIOS MANAGEMENT CONSULTANTS Attn: Arturo Palacios	BLM	Sandy Suarez	11/18/13	P.O. BOX 3613 McAllen, Tx 78502 956-664-0073 arturopalacios@sbcglobal.net
6.	George Jaime Salazar II D/B/A REAL ESTATE APPRAISALS Attn: Jaime Salazar	BLM	Sandy Suarez	11/18/13	502 W. Kuhn Street Edinburg, TX 78541 956-386-1500 office 956-867-6398 cell jaimesalazar2@aol.com
7.	VICTORY APPRAISAL SERVICES Attn: Edgar A. Herrera	BLM	Sandy Suarez	11/18/13	P.O. Box 1722 Edinburg, Texas 78540 (956) 802-5508 victoryapp.services@yahoo.com
8.	J. Avila	IP	Sandy Suarez	11/18/13	**Jgavila52@hotmail.com**
9.	THE REAL ESTATE CENTER Attn: Rene De La Cruz	BLM	Sandy Suarez	11/18/13	P.O. BOX 810 MISSION, TX 78573-0810 OFFICE- 956-227-0928 FAX- 956-580-9655 renedelacruz@sbcglobal.net
10.	REAL ESTATE APPRAISAL SERVICES Attn: Richard D. Garza	BLM	Sandy Suarez	11/18/13	1210 E. Esperanza Ave. McAllen, Tx 78504 956-330-2488 reasmcallen@aol.com

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUEST FOR QUALIFICATION PACKETS

RFQ ACCEPTANCE DATE: December 11, 2012 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ DESCRIPTION: "PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"

RFQ NO: 2014-006-12-11-SGS | **BUYER: Sandy Suarez**

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS, PHONE, FAX No.'s & EMAIL ADDRESS
11.	INDEPENDENT APPRAISAL SERVICES Attn James G Miller	BLM	Sandy Suarez	11/18/13	2917 Scenic Way McAllen, TX 78503 Office: 956-631-0754 Fax: 956-631-3495 Cell: 956-279-7201 jamesmiller421@gmail.com
12.	ARANDA & ASSOCIATES	BLM	Sandy Suarez	11/18/13	1552 Dove Ave. McAllen TX 78504 TEL: 956-631-0944 FAX: 956-631-0992 arandaj@arandaworld.com
13.	SCROGGIN APPRAISAL SERVICE	BLM	Sandy Suarez	11/18/13	1124 Pecan Blvd. McAllen TX 7850 TEL: 956-668-7478 – FAX 956-668-1728 scroggintx@sbcglobal.net
14.	EXECUTIVE APPRAISALS/RAMON A. OLIVAREZ	BLM	Sandy Suarez	11/18/13	106 Ciro Dr. San Juan, TX 78589 TEL: 956-682-6123 rolivarez@rgv.rr.com
15.	PEREZ APPRAISAL SERVICE	BLM	Sandy Suarez	11/18/13	6901 N. 34th Street McAllen TX 78502 TEL: 956-971-0867 Dperez7187@aol.com
16.	S & R APPRAISAL	BLM	Sandy Suarez	11/18/13	3317 N. Ware Rd. McAllen TX 78504 TEL: 956-687-6181 Robertlstout2@hotmail.com
17.	TREVINO REAL ESTATE APPRAISAL SERVICE	BLM	Sandy Suarez	11/18/13	1023 S. 14th Street Edinburg, TX 78539 TEL: 956-383-2586 treappraisals@yahoo.com
18.	SPECTRUM APPRAISALS	BLM	Sandy Suarez	11/18/13	924 W. Nolana Rd. Ste A Pharr, TX 78577 TEL: 956- 283-8730 specappraisals@sbcglobal.net
19.	SUNRISE APPRAISAL COMPANY	BLM	Sandy Suarez	1 1/18/13	3405 W. Gardenia Ave. McAllen TX 78501 TEL: 956-994-8488 FAX:888-504-7146 wendytetreau@sbcglobal.net
20.	ROBINSON, DUFFY & BARNARD, LLP.	BLM	Sandy Suarez	11/18/13	1906 East Tyler Avenue, Suite C Harlingen, TX 78550 TEL: 956-428-4480 FAX: 956-428-4154 bduffy@rdbllp.com

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUEST FOR QUALIFICATION PACKETS

RFQ ACCEPTANCE DATE: December 11, 2012 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ DESCRIPTION: "PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"

RFQ NO: 2014-006-12-11-SGS | **BUYER: Sandy Suarez**

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS, PHONE, FAX No.'s & EMAIL ADDRESS
21.	AGUIRRE AND PATTERSON,INC Attn: Joe Patterson	BLM	Sandy Suarez	11/18/13	3315 N. McColl Road McAllen, TX 78501 TEL: 956-686-4532 FAX: 956-686-6011 Patterson@bizrgv.rr.com
22.	MCALLEN VALUATION SERVICES Attn: Jess Smith	BLM	Sandy Suarez	11/18/13	TEL: 956-687-8200 mcallenvaluation@hotmail.com
23.	EARTH CO., LLC Attn: Rudy Martinez	BLM	Sandy Suarez	11/18/13	956-428-2443 Rudy.martinez@earthcorgv.com
24.	TEDSI Infrastructure Group Attn Jose A. Sanchez	EM	Sandy Suarez	11/18/13	1201 E Expressway 83 Mission, TX 78572 Tel: 956-424-7898 Fax: 956-424-7022 Jasanchez@tedsi.com
25.	Prime Vendor Inc. Erika Russ	EM	Sandy Suarez	11/18/13	4622 Cedar Avenue, Ste 123 Wilmington, NC 28403-4429 Tel: 800-746-9554 Fax:800-746-8307 Bids17@prime-vendor.com
26.	Dannenbaum Attn: Cynthia Luera Louis H. Jones-(requested added contracts) Richard D. Seitz	EMR	Sandy Suarez	11/18/13	Cynthia.luera@dannenbaum.com Louis.jones@dannenbaum.com Richard.seitz@dannenbaum.com
27.	Dannenbaum Georgiana Marie Medrano	EMR	Sandy Suarez	11/18/13	1109 Nolana Avenue, Suite 208 McAllen, Texas 78504 Office (956) 682-3677 Fax: (956) 686-1822 Direct: (956) 429-0540 Georgiana.medrano@dannenbaum.com
28.	CADCon Corp Juan F. Celis	EMR	Sandy Suarez	11/19/13	1205 W. Elizabeth Brownsville, TX. 78520 P 956-546-7146 F 956- 546-7170 juanfcelis@gmail.com
29.	Prime Vendor Inc. Kimberly Doumit	EMR	Sandy Suarez	11/20/13	4622 Cedar Avenue Wilmington NC 28403 P: 800-746-9554 F: 800-746-8307 bids20@prime-vendor.com
30.	Appraisal Haus Jaime Salazar	TR	Sandy Suarez	12/03/13	Jaimesalazar2@aol.com

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUEST FOR QUALIFICATION PACKETS

RFQ ACCEPTANCE DATE: December 11, 2012 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ DESCRIPTION: "PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"

RFQ NO: 2014-006-12-11-SGS | **BUYER: Sandy Suarez**

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS, PHONE, FAX No.'s & EMAIL ADDRESS
31.	Chamar Corp Patrick Stanley	TR	Sandy Suarez	12/03/13	P#915-497-4959

***VIA: TELEPHONE REQUEST (TR)**
BIDDER LIST MAIL OUT (BLM)
IN PERSON (IP)
EMAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: December 11, 2013 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL SURVEYORS SERVICES-HIDALGO COUNTY"

RFQ NO: 2014-007-12-11-MEG

	NAME OF COMPANY	2 CD'S Included	ACKNOWLEDGMENT OF RECEIPT	
1	LandTech Consult. Inc.	U	Org.	1
			Copies	7
2	Raul E. Garcia –RE Garcia & Assoc.	U	Org.	1
			Copies	7
3	Dos Land Surveying	U	Org.	1
			Copies	7
4	Quintanilla, Headley & Assoc.	U	Org.	1
			Copies	7
5	Aranda & Assoc, Inc.	U	Org.	1
			Copies	7
6	Hinojosa Eng.	U	Org.	1
			Copies	7
7	HALFF	U	Org.	1
			Copies	7
8	Sames, Inc.	U	Org.	1
			Copies	7
9	Dannebaum Eng.	U	Org.	1
			Copies	7
10	R. Gutierrez Eng.	U	Org.	1
			Copies	7
11	TEDSI I Infrastructure	U	Org.	1
			Copies	7
12	Julio Cerda- South Texas Infrastructure	U	Org.	1
			Copies	7
13	Melden & Hunt	U	Org.	1
			Copies	7
14	CVQ Land Surveryors	U	Org.	1
			Copies	7
15	Fulcurm Consulting	U	Org.	1
			Copies	7
16	Guzman & Munoz	U	Org.	1
			Copies	7
17	CAD Con, Corp	U	Org.	1
			Copies	7
18	Rio Grande Surveying	U	Org.	1
			Copies	7
19			Org.	
			Copies	

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

RFQ OPENING DATE: December 11, 2013 RFQ OPENING TIME: 9:30 A.M.
DEPARTMENT/RFQ DESCRIPTION: "PROFESSIONAL SURVEYORS SERVICES-"
RFQ NO.: BID 2014-007-12-11-MEG BUYER II: ELENA GOMEZ

	NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1	ARANDA & ASSOCIATES	Email	arandaj@arandaworld.com MEG	11/18/13	1552 Dove Ave. McAllen TX 78504 TEL: 956-631-0944 FAX: 956-631-0992
2	CVQ LAND SURVEYORS Attn: Carlos Vasquez	Email	cvq@cvqls.com MEG	11/18/13	517 Beaumont Ave. McAllen, Tx 78501 TEL: 956- 618-1551 FAX 956-618-1547
3	MELDEN & HUNT, INC.	Email	tina@meldenandhunt.com MEG	11/18/13	115 West McIntyre Street Edinburg, TX 78541 TEL: 956-381-0981 FAX: 956-381-1839
4	GUZMAN & MUNOZ ENGINEERING/SURVEYING, INC,	Email	sspence@gmes.biz MEG	11/18/13	2020 E. Expressway 83 Mercedes, Tx 78570 (p)956-565-4637
5	L & G ENGINEERING	Email	velma@lgengineers.com marie@lgengineers.com MEG	11/18/13	2100 W. Expressway Mercedes, TX 78570 TEL: 956-565-9813
6	DANNENBAUM Attn: Cynthia Luera	Email	Georgiana.Medrano@dannenbaum.com Cynthia.luera@dannenbaum.com MEG	11/18/13	1109 Nolana Loop Ste 208 McAllen TX 78504 TEL: 956-682-3677 direct: 956-429-0540
7	DOS LOGISTICS ***Rico R. Vasquez***	Email	ricovasquez@doslogistics.com MEG	11/18/13	1002 E. Expressway 83 Weslaco, Texas 78596 Office: (956) 968-8800 Fax: (956) 447-8194
8	GARCIA R. E. & ASSC. SURVEYORS & ENG.	Email	regaassoc@aol.com MEG	11/18/13	116 N. 12th Ave Edinburg, TX 78539 TEL: 956- 381-1061 CELL: 956-428-2443
9	INNOVATIVE CIVIL ENG. SERVICES Attn: Jaime M. Cantu	Email	icesltd@gmail.com MEG	11/18/13	1306 S. F. St. Suite A Harlingen, TX 78550 TEL: 956- 466-1954
10	MILLENNIUM ENGINEERS GROUP, INC. Attn: Raul Palma	Email	meg@megengineers.com MEG	11/18/13	705 Dawson Drive Edinburg, TX 78539 TEL: 956-383-8522 FAX: 956-383-0295
11	R. GUTIERREZ, ENGINEERING Attn: Ramiro Gutierrez	Email	office@rgec.net MEG	11/18/13	130 E. Park Pharr, TX 78577 TEL: 956-782-2557 FAX: 956-782-2558
12	RODRIGUEZ ENGINEERING Attn: Leo L. Rodriguez, Jr	Email	Atm1963@hotmail.com & Signature MEG	11/18/13	5602 E. Iowa Rd. PO Box 1830 Edinburg, TX 78540 Tel:491-1013
13	DOS LAND SURVEYING	Email	juancastillo@doslandsurveying.com MEG	11/18/13	212 W. 3rd St. Weslaco Tx 78249 TEL: 956-968-8800 FAX:956-246-0064 cell

14	QUINTANILLA HEADLEY & ASSC. Attn: Alfonso Quintanilla	Email IP	office@qhaengineering.com MEG	11/18/13	124 E. Stubbs St. Edinburg, TX 78539 TEL: 956-381-6480 FAX: 956-381-0527
15	HINOJOSA ENGINEERING INC. Attn: Wilfredo Ricardo Hinojosa Attn. Kenya Olivares	Email	hinojosaenginc@aol.com rhinojosa@hengineering.com MEG	11/18/13	108 W. 18th Street Mission, TX 78572 TEL: 956-581-0143 FAX: 956-581-2074
16	SAMES ENGINEERING & SURVEYING, INC. Attn: Samuel Maldonado	Email	sam@samengineering-surveying.com MEG	11/18/13	801 East Ferguson Road Pharr, Texas 78577 TEL: 956-702-8880 FAX: 956-702-8883
17	HALFF ASSOCIATES, INC. Attn.: Lorena Corpus Attn. Courtney M. Wilson	Email	lcorpus@halff.com cwilson@halff.com MEG	11/18/13	5000 West Military, Suite 100 McAllen, TX 78503 TEL: 956-664-0286 FAX: 956-664-0282
18	SALINAS ENGINEERING & ASSC. Attn: David Omar Salinas	Email	Dsalinas.sea@sbcglobal.net MEG	11/18/13	2221 Daffodil Ave. McAllen, TX 78501 TEL: 956-682-9081 CELL: 956-648-8899
19	TEDSI Attn: Maria Lugo	Email	mlugo@tedsi.com MEG	11/18/13	1201 E. Expressway 83 956-424-7898 956-424-7022 fax
20	RODS SURVEYING INC.	Email	dcantu@rods.cc MEG	11/18/13	5201 8 ½ Mile Line Road Edinburg, Tx 78541 956-583-8050
21	SDI ENGINEERING, LLC Attn: Israel Posadas, P.E.	Email	iposadas@sdi-engineering.com MEG	11/18/13	2327 W. Rhin Drive Edinburg, Tx 78539 956-607-9091 mbl 956-287-3697 fax
22	IMS Attn. Jenny Flanagan	Email	jflanagan@imsinfo.com MEG	11/18/13	945 Hornblend Street, Ste G San Diego, CA 92109 Direct-858-490-8823 Toll free: 888-467-3151
23	Barrera Land Surveying Attn. Joe Barrera	Email	Barreralandsurveying.joe@gmail.com MEG	11/18/13	7715 Mainland Dr. Suite 114 San Antonio, TX 78250 210-444-9025
24	Virkrey & Associates, Inc. Consulting	Email	mromero@vickreynet.com MEG	11/18/13	12940 County Parkway San Antonio, TX 78216 210-349-3271
25	LNV Solutions	Email	hgalloway@lnvinc.com MEG	11/18/13	8918 Tesoro Drive, Ste 401 San Antonio, TX 78217 210-822-2232
26	X8 Environmental INC Attn. Jacey Reid	Email	jreid@x8environmental.com MEG	11/18/13	806-939-0033x124 Fax: 866-899-7063
27	RIO DELTA SURVEYING Attn: Merelda Gonzalez	Email	mereldag@msn.com Mario@riodeltasurveying.com MEG	11/18/13	8207 Mateo Escobar Monte Alto, TX 78538 TEL: 956-380-5154 FAX:956-380-5156
28	Cardno TBE Pam Lowe CARDNO TBE	Email	pamela.lowe@cardno.com MEG	11/18/13	Phone (+1) 512-459-6300 Fax (+1) 512-520-2571 Address 2590 Oakmont Drive, Suite 410, Round Rock, TX 78665
29	LandTech Consultants, Inc Mindy Rueda Cathy Darche	Email	mrueda@LandTech-Inc.com MEG	11/18/13	Phone (713) 861-7068 Fax(713)861-4131 2525 North Loop West, Ste. 300, Houston, TX. 77008
30	Fulcrum Consulting Services	Email	lsalinas@fulcrum-cs.com MEG	11/18/13	P.O. Box 530540 Harlingen, Texas 78553 POC George Lazaro Phone: 956-797-3411 Fax: 956-797-3400

31	Prime Vendor Inc. Kimberly Doumit	Email	bids20@prime-vendor.com MEG	11/21/13	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307
32	CADCon Corp. Juan F. Celis	Email	juanfcelis@gmail.com MEG	11/25/13	1424 McKinley Street Brownsville, TX 78521 - Ph.956.546.7146 Fax.956.546.7170
33	Rio Grande Valley Surveying Hilario Ortiz Sid A Rouch, RPLS President	Email	hilortiz@gmail.com MEG	12/03/13	612 Nolana, Suite 520 McAllen, Texas 78504 cell(956) 466-8083
34	South Texas Infrastructure Group, LLC/R.O.W. Surveying Services,LLC Julio Cerda	Email	jcerdape@yahoo.com MEG	12/04/13	900 S. Stewart Rd. Suite 11 Mission, TX 78572 19564512670

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

AI-42638 **Purchasing Department 18. B. 1.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase heavy machinery and/or equipment detailed herein from John Deere awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #373-11 to include but not limited to ;

a. Three (3) JD 5100E Utility Tractors in an amount not to exceed $ $125,772.30 and;

b. three (3) JD CX15-10ft. Flex Wing Rotary Cutter-540 RPM Stump Jumpers in the total amount not to exceed $41,338.50;

for a combined total of (a) & (b) in the amount of $167,110.80 which pricing includes, delivery, TASB fees & warranties. (Project #2014-037-OGG)

BACKGROUND

Refer to Req #249597/ Acct #4-1303-431-00-121-041-0-742 for proposed purchase.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1303-431-00-121-041-0-742

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

BUDGETARY IMPACT:

Funds available as of 1/16/14.

Attachments

agenda backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/15/2014 09:06 AM
Budget & Management	Debbie Tamez	01/15/2014 02:50 PM
Glinda Pacheco	Glinda Pacheco	01/16/2014 03:20 PM
Auditor's Office	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Oscar Garza Started On: 01/10/2014 04:43 PM

Final Approval Date: 01/17/2014

JOHN DEERE

REVIEWED
By Oscar Garza at 1:20 pm, Jan 08, 2014

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Neuhaus & Company, Ltd
2000 East Expressway 83
Weslaco, TX 78596
956-968-7502
KIRK@NEUHAUSCO.COM

Quote Summary

Prepared For:
Hidalgo Co.
TX

Delivering Dealer:
Neuhaus & Company, Ltd
R.d. Machen
2000 East Expressway 83
Weslaco, TX 78596
Phone: 956-968-7502
rdm@neuhausco.com

Quote ID: 8861295
Created On: 06 November 2013
Last Modified On: 06 January 2014
Expiration Date: 06 December 2013

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 5100E Utility Tractor (85 PTO hp) **Contract:** TASB_373-11 **Price Effective Date:** December 17, 2012	$ 57,188.60	$ 41,924.10	X	3	=	$ 125,772.30
JOHN DEERE CX15 - 10 Ft. Flex-Wing Rotary Cutter - 540 RPMStump Jumpers - Single Suction Blades - 5 Wheels **Contract:** TASB_373-11 **Price Effective Date:** December 17, 2012	$ 18,349.00	$ 13,779.50	X	3	=	$ 41,338.50
Equipment Total						**$ 167,110.80**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 167,110.80
Trade In	
SubTotal	**$ 167,110.80**
Total	$ 167,110.80
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 167,110.80**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

Quote Id: 8861295 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Neuhaus & Company, Ltd
2000 East Expressway 83
Weslaco, TX 78596
956-968-7502
KIRK@NEUHAUSCO.COM

JOHN DEERE 5100E Utility Tractor (85 PTO hp)

Contract: TASB_373-11
Price Effective Date: December 17, 2012

Suggested List *
$ 57,188.60
Selling Price *
$ 41,924.10

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
6970LV	5100E Utility Tractor (85 PTO hp)	3	$ 46,110.00	26.00	$ 11,988.60	$ 34,121.40	$ 102,364.20
	Standard Options - Per Unit						
0409	English Operators Manual and Decal Kit	3	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
2050	Standard Cab	3	$ 8,938.00	26.00	$ 2,323.88	$ 6,614.12	$ 19,842.36
2110	Mechanical Suspension Seat for Cab Tractors	3	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
3020	Vertical Exhaust	3	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
3320	Dual Rear SCV's with Lever Control	3	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
3400	Less Mid Valves	3	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
5911	18.4 - 30 In. 8PR R1 Bias	3	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
6040	MFWD (4 Wheel Drive)	3	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
6701	12.4 - 24 In. 8PR R1 Bias	3	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 8,938.00**		**$ 2,323.88**	**$ 6,614.12**	**$ 19,842.36**
	Dealer Attachments/Non-Contract/Open Market						
LVB25728	Back Up Alarm Kit	3	$ 158.40	0.00	$ 0.00	$ 158.40	$ 475.20
R262449	Front Weight Support, 187 Lbs	3	$ 275.00	26.00	$ 71.50	$ 203.50	$ 610.50
BW16009	Hood Guard	3	$ 407.00	26.00	$ 105.82	$ 301.18	$ 903.54
1234	Non-Contract Radio Kit	3	$ 495.00	0.00	$ 0.00	$ 495.00	$ 1,485.00
R127764	Weight, Front Suitcase (104 Lb.) Quantity of One	18	$ 134.20	26.00	$ 34.89	$ 99.31	$ 1,787.58
	Dealer Attachments Total		**$ 1,469.60**		**$ 212.21**	**$ 1,257.39**	**$ 5,261.82**
	Suggested Price						**$ 127,468.38**
	Additional Discounts						

BuyBoard Cooperative Purchasing

Emai

Welc

Administration | RFQ | Reports | Shopping Cart

Vendor Contract Information

Proposal Document

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
John Deere[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Vendor Name:	John Deere
Address:	2000 John Deere Run Cary, NC 27513
Phone Number:	(800) 358-5010
Email:	gnsshared@johndeere.com
Website:	http://www.deere.com/en_US/deerecom/usa_canada.html
Federal ID:	36-2382580
Contact:	Tamara Hebert
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Grounds Equipment, Irrigation Parts, Supplies & Installation
Contract#:	373-11
Effective Date:	06/01/2011
Expiration Date:	05/31/2014
Payment Terms:	Net 30 days
Delivery Days:	180
Shipping Terms:	Free Freight
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Texas
Contract Exceptions:	FOB Shipping Point of 4% & delivery fee of $1.80 per loadec
Extended Exceptions:	John Deere's Extended Exceptions
Additional Info:	See extended exceptions for dealer list and warranty. John D Multiple Unit Discount on this contract. When applicable the added to the contract discount using the following procedure units – 3% 9 units or more – 4% Sales of 3 or more like self- the multi-unit discount. Self-propelled products must be liste section (price tabs/sections shown below) and included on th exception of our utility vehicles found in price tabs C40, C41 products in these three price tabs can be combined. Compat machines will also qualify. Frontier Equipment is excluded fr
Quote Reference Number:	373-11
Return Policy:	Outside a piece of equipment being defective John Deere dc equipment is under warranty service will be performed at no

John Deere	26% Discount Off A2 Tractors Pricelist for Tractors, Supplies & Accessories, 20 to 175 Engine HP.	Pricing Sheet	$0.00	Add Hide Details

Extended Product Information

Reference Number:	373-11
Brand:	Various
Part Number:	Catalog
Unit Measure:	EA
Vendor Website:	http://www.deere.com/en_US/deerecom/usa_canada.html
Full Description:	26% Discount Off A2 Tractors Pricelist for Tractors, Supplies & Accessories, 20 to 175 Engine HP

5100E Utility Tractor (85 PTO hp)

Equipment for Base Machine

5100E Equipment for Base Machine

ENGINE:
100 (74.6 kW) 97/68/EC Engine Horsepower @ 2400 RPM*
85 (62.5 kW) PTO Horsepower @ 2400 RPM*
4 Cylinder Turbocharged
John Deere PowerTech PWX Diesel Engine
EPA Interim Tier 4 Compliant
276 C.I.D. (4.5 L) High Pressuer Common Rail
Oil Cooler
Dry Type Air Cleaner with
Safety Element
Underhood Muffler with
Vertical Exhaust Stack
Anti-Freeze
Water Separator
Hand and Foot Throttle
Key Engine Shut Off
Fan Finger Guard
Fuel Cooler

TRANSMISSION:
12F/12R PowrReverser Transmission
LH Electrohydraulic (EH)
Directional Reverser
Integrated Park Position
Differential Lock
Neutral Start Safety Switch
Wet Traction Clutch

FRONT AXLE AND TIRES:
Mechanical Front Wheel Drive
(4 Wheel Drive) Front Axle
Mechanical MFWD Engagement
Planetary Final Drives
8-Position Steel Front Wheels
with Two 12.4-24 8PR (R1)

REAR AXLE AND TIRES:
Flanged Rear Axle
Planetary Final Drives
8-Position Steel Rear Wheels
with Two 18.4-30 8PR (R1)

STEERING AND BRAKES:
Hydrostatic Power Steering
Hydraulic Wet Disk Brakes
Self-Equalizing and
Self-Adjusting

HYDRAULICS:
Open Center Hydraulic System
Tandem Gear Pump 22.5 GPM
(85.1 LPM) Maximum Total Flow
Steering Pump 6.6 GPM (24.9 LPM)
Implement Pump 15.9 GPM (60.1 LPM)
Hydraulic Oil Cooler
Dual Rear SCV Control Valve

POWER TAKE-OFF SHAFT:
Independent "Live" 540 RPM /540E
Rear PTO Shaft
Electro-hydraulic PTO engagement
@ 2400 Rated Engine RPM
Economy PTO setting for 540 PTO RPM
@ 1716 Engine RPM
Wet PTO Clutch
Operator Presence Safety
Warning - PTO
Safety Start Switch
Flip Up PTO Shield

ROCKSHAFT, HITCH AND DRAWBAR:
Telescopic Draft Links with Category II Balls
Adjustable Sway Chains
Adjustable Straight Drawbar
Top Link Draft Sensing

INSTRUMENTATION:
Electric Fuel Gauge
Tachometer/Hour Meter
Oil Pressure Indicator Light
Coolant Temperature Gauge
Alternator Indicator Light
Air Restriction Indicator Light
Turn Signal Indicator Light
High Beam Indicator Light
PTO Engagement Indicator Light
MFWD Engagement Indicator Light

ELECTRICAL:
12-Volt Electrical System
One Battery - 950 CCA** with
180 Minute Reserve Capacity
7-Pin ASAE Outlet Socket
90 Amp Alternator

LIGHTS:
Open Operator Station -
Two Front Halogen Headlights
Two Turn/Warning Lights
Single Rear Work Light
Cab -
Two Front Halogen Headlights
Six Turn/Warning Lights
Two Rear Work Lights
Two Front Work Lights

MISCELLANEOUS:
SMV Emblem
Tilt-Up Hood
Side-Mounted Toolbox

OPEN OPERATOR STATION:
25 U.S. Gallon (95 L)
Fuel Tank Capacity
Open Station
Cup Holder
Deluxe Floor Mat

CAB
30 U.S. Gallon (115 L)
Fuel Tank Capacity
Left Hand Door Only
Air Conditioning
Cup Holders
Radio/CD Ready (Antenna Cable,
Two Speakers, and Wiring Harness)
Front Windshield Wiper
90 Amp Alternator
* Manufacturer's Rating
** Cold Cranking Amps

5100E Utility Tractor (85 PTO hp)

Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD ($)
		Select One Code From Each Required Category	
		BASE MACHINE	
		EX-WORKS Augusta, Georgia; Baltimore, Maryland; Benicia, California; Galveston, Texas; Brunswick, Georgia; Port Hueneme, California; Tacoma, Washington	
6970LV		5100E Utility Tractor (85 PTO hp)	46,110.00
		OPERATORS MANUAL	
0409		English Operators Manual and Decal Kit	In Base Price
0413		French Operators Manual and Decal Kit	Same Price
0437		Spanish Operators Manual and Decal Kit	Same Price
		OPERATOR STATION	
2000		Open Operator Station *Fixed Open Operator Station* *Tilt/ Telescopic Steering Column* *2 post Foldable Roll- Over Protection Structure (ROPS)* *Adjustable seat with Armrests and seatbelt* *Speedometer*	In Base Price
2050		Standard Cab *Left Side Door* *Air Conditioning* *Cup Holders* *Radio/CD Ready (Antenna Cable,Two Speakers, and Wiring Harness)* *Front Windshield Wiper* *Mechanical Suspension Seat*	8,938.00
		SEAT SUSPENSION	
2115		Vinyl Seat for Open Operator Station	In Base Price
2110		Mechanical Suspension Seat for Cab Tractors	Same Price
2120		Air Suspension Seat for Cab Tractors	706.00
		ENGINE EXHAUST	
3020		Vertical Exhaust	In Base Price
3025		Deluxe Cornerpost Exhaust *Only compatible with the Cab Operator Station.*	816.00
		REAR SELECTIVE CONTROL VALVES	
3300		Less Rear SCV with Lever Control	-1,057.00
3320		Dual Rear SCV's with Lever Control	In Base Price

5100E Utility Tractor (85 PTO hp)
Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD ($)
		REAR SELECTIVE CONTROL VALVES ...Continued...	
3335		Triple Rear SCV's with Lever Control *Features:* *- Three selectable detent positions on EACH valve (auto kickout, continuous flow, or no detent)* *- Float position on EACH valve* *- Flow priority to #1 valve* *- Pressure compensated flow control for running hydraulic motors on #1 valve.*	1,135.00
		MID SELECTIVE CONTROL VALVES	
3400		Less Mid Valves *Recommended for applications WITHOUT front loaders.* *Can later be upgraded for front loader and/or other hydraulic applications using field-installed attachments.*	In Base Price
3420		Dual Mid Valves with Joystick Control *Recommended for applications WITH front loaders.*	1,236.00
		REAR WHEELS WITH TIRES (TWO)	
5121		16.9 - 30 In. 6PR R1 Bias *MFWD (4WD) requires Code 6111.*	-410.00
5911		18.4 - 30 In. 8PR R1 Bias *MFWD (4WD) requires Code 6701.*	In Base Price
5914		19.5L - 24 In. 10PR R4 Bias *MFWD (4WD) requires Code 6114.*	-320.00
		FRONT AXLE	
6040		MFWD (4 Wheel Drive)	In Base Price
		FRONT WHEELS WITH TIRES (TWO)	
		See Loader Section of the Sales Manual for Front Tire/Loader Compatibility Information.	
6111		11.2 - 24 In. 6PR R1 Bias	-318.00
6114		12.5/80 - 18 In. 6PR I3 (R4 Type) Bias	-336.00
6701		12.4 - 24 In. 8PR R1 Bias *Not compatible with the 553 Loader.*	In Base Price
		ATTACHMENTS - ORDER AS DESIRED	
9076		**Customer Gold Key Program:** Gold Key Experience Tour *This personal guided tour provides you with the unique opportunity to watch a similar machine to the one you are purchasing during its final stages of manufacturing. This tour will be scheduled in advance and can occur at your convenience during a 180 day window (90 days prior to or 90 days after your machine's expected warehouse date). For more information, visit www.deere.com/goldkey.*	No Charge

5100E Utility Tractor (85 PTO hp)
Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD ($)
		ATTACHMENTS FOR FIELD CONVERSION	
		Axle - Rear:	
	L154683	Rear Axle 1.2 In. Extension (30 mm) *Requires (Qty. 2). Order installation hardware separate - See Parts.* *Requires (16) 19M9364 Cap Screws (8 per Extension), ordered separately.*	See Parts
	L154682	Rear Axle 1.6 In. Extension (40 mm) *Two required.* *Requires (16) 19M8979 Cap Screws (8 per Extension), ordered separately.*	See Parts
	L154684	Rear Axle 4.4 In. Extension (111 mm) *Two required.* *Requires (16) 19M9365 Cap Screws (8 per Extension), ordered separately.*	See Parts
		Engine:	
	RE227949	Engine Block Heater (110V)	See Parts
	LVB25787	Radiator Clean Out Screen	62.70
	BLV10165	Side Exhaust Kit	734.80
		Fenders:	
	AL180330	MFWD Front Fenders 14.6 In. (370 mm) Wide *Recommended for use with 12.5/80-18, 11.2-24 and 12.4-24 In. Tires. Requires Mounting Bracket and Hardware Kit (LVB25776) ordered separately. Not Compatible with Loaders.*	See Parts
	AL180327	MFWD Front Fenders 16.5 In. (420 mm) Wide *Recommended for use with 13.6-24 In. Tires. Requires Mounting Brackets and Hardware Kit (LVB25776) ordered separately. Not Compatible with Loaders.*	See Parts
	LVB25703	Mounting Brackets and Hardware Kit - MFWD Fenders WITH LOADER *Compatible with 553 loader only. Kit contains parts for both left and right sides. Requires Front Fenders (2 pieces each of AL180328 (320 mm), AL180330 (370 mm) OR L64560 (400 mm) ordered separately.) Requires Loader installation.*	442.20
	LVB25776	Mounting Brackets and Hardware Kit - MFWD Fenders WITHOUT LOADER *Requires Fenders (AL180330, AL180327) ordered separately through parts.*	831.60
	LVB25714	Rear Fender Extension Kit *Cab Only.*	209.00
	BW15741	Stationary Fenders (Quik-Tach)	541.20
		Guards:	
	BW16009	Hood Guard	407.00
		Hitch and Drawbar:	
	T12553	Center Link Conversion Bushing, Cat. II to Cat. I *One required.*	See Parts
	R66432	Draft Link Conversion Bushing, Cat. II to Cat. I *Two required.*	See Parts

5100E Utility Tractor (85 PTO hp)
Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD ($)
		ATTACHMENTS FOR FIELD CONVERSION ...Continued...	
	R133359	Drawbar - Offset	See Parts
	R196191	Drawbar - Straight Heavy-Duty	See Parts
	RE39830	Drawbar Clevis Kit (Hammer Strap) - Offset Drawbar	See Parts
	RE39829	Drawbar Clevis Kit (Hammer Strap) - Straight Drawbar	See Parts
	TY16042	Quik-Coupler, Economy, Category 2	See Parts
	BLV10121	Sway Bar Conversion Kit for Cab Tractors *Converts factory supplied sway chains to sway bars.*	668.80
	BLV10078	Sway Bar Conversion Kit for Open Station Tractors *Converts factory supplied sway chains to sway bars.*	668.80
		Hitch:	
	LVB25255	iMatch Quick Hitch Category 1	315.70
		Hydraulics:	
	BLV10072	Dual Mid Hydraulic Control Valve Kit with Joystick Control *Recommended for applications WITH Front Loaders. Cab Tractors Only.*	1,458.60
	BLV10324	Dual Mid Hydraulic Control Valve Kit with Joystick Control *Recommended for applications WITH Front Loaders. Open station tractors Only.*	1,458.60
	BLV10070	Dual Rear SCV Kit with Lever Controls *Includes second rear SCV lever, valve, hoses, and mounting bracket to add a second rear SCV with Extend/Retract/Re-Gen functionality. Cab Tractors Only.*	1,140.70
	BLV10322	Dual Rear SCV Kit with Lever Controls *Includes second rear SCV lever, hoses, and mounting bracket to add a second rear SCV with Extend/Retract/Re-Gen functionality. Open Station Tractors Only.*	1,140.70
	BLV10074	Mid Couplers Kit	180.40
	LVB25697	Power Beyond Coupler Kit	467.50
	BLV10325	Triple Mid Hydraulic Control Valve Kit (Converting Dual Mid to Triple Mid) *Only for tractors already equipped with Dual Mid Hydraulics.* *Fits all 5E 4 Cyl. tractors that already have dual mid SCVs installed. For 5E 4-cyl already equipped with triple rear SCVs, also order SJ12253 and SJ12285.* *Tractors not equipped with Rear SCVs also require RE226516.*	1,762.20
	BLV10071	Triple Rear Deluxe Hydraulic Control Valve Kit with Lever Controls *For use with Tractors already equipped with Dual Rear Valves.* *Features:* *Three selectable detent positions on each valve (auto kickout, continuous flow, or no detent)* *Float position on each valve* *Flow priority to #1 valve* *Pressure compensated flow control for running hydraulics motos on #1 valve* *For cab tractors only.*	1,298.00

5100E Utility Tractor (85 PTO hp)
Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD ($)
		ATTACHMENTS FOR FIELD CONVERSION ...Continued...	
	BLV10323	Triple Rear Deluxe Hydraulic Control Valve Kit with Lever Controls (Converting Dual Rear to Triple Rear) *Open Station Tractors Only.*	1,989.90
		Lighting:	
	LVB24997	Auxiliary Loader Light Kit *For Open Station and Cab Tractors.*	757.90
	LVB25547	Auxiliary Rear Work Light Kit (1 Light)	62.70
	LVB25720	Auxiliary Work Light Kit (2 Lights) *Cab Tractors Only. Compatible at Front or Rear of Cab.*	150.70
	LVB25729	Brake Light Kit *Cab Tractors Only.*	110.00
	LVB25978	Brake Light Kit *Open Operator Station Only.*	240.90
		Miscellaneous:	
	RE554568	120 Amp Alternator	See Parts
	LVB25728	Backup Alarm Kit	158.40
	BLV10368	Operator's Manual and Decal Kit - French	0.00
	BLV10369	Operator's Manual and Decal Kit - Spanish	0.00
	LVB25727	PowrReverser Modulation Control Kit	147.40
	RE19428	Safety Chain Support Kit	See Parts
	LVB26096	Single Horn Kit	51.70
	LVB24951	Tool Box Kit - Rear Mounted *For Open Station tractors.*	123.20
		Operator Environment:	
	LVB24983	Air Seat Suspension Kit (Cab Only) *Kit contains seat suspension to change mechanical to air suspension. Kit does NOT include a seat. (Only works with S/N 340001 and above).*	723.80
	SJ10170	Antenna *Compatible with MY2012 and MY2013 Cab Tractors.*	See Parts
	AH104259	Ash Tray	See Parts
	BLV10419	Cab Instructional Seat *For Cab Tractors only.*	559.90
	LVB25785	Canopy - Deluxe *Requires LVB25332 Canopy Mounting Bracket and Hardware Kit ordered separately.*	961.40

5100E Utility Tractor (85 PTO hp)
Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD ($)
		ATTACHMENTS FOR FIELD CONVERSION ...Continued...	
	LVB25334	Canopy - Standard *Requires LVB25332 Canopy Mounting Bracket and Hardware Kit ordered separately.*	583.00
	LVB25332	Canopy Mounting Bracket and Hardware Kit *Open Operator Station Only.* *Requires LVB25785 or LVB25334 Canopy Kit Ordered Separately.*	105.60
	AR60937	Cigarette Lighter	See Parts
	RE244177	Kit, Rear View Mirror Mounting Kit *Requires AL80127 and/or AL80126.* *Kit contains support plates and hardware for one rear view mirror.*	See Parts
	AL80126	Mirror, Telescopic, LH, Manually Adjustable *Cab Compatible Only.*	168.30
	AL80127	Mirror, Telescopic, RH, Manually Adjustable *Cab Compatible Only.*	168.30
	RE68495	Power Strip with Six Outlets	See Parts
	RE265545	Radio, AM/FM Stereo with Clock and Weatherband *Requires Standard Cab Antenna Kit (SJ10170), ordered separately.*	See Parts
	LVB26040	Right Hand Door Kit	291.50
	BLV10173	Wiper/Washer, Rear	343.20
		PTO:	
	BLV10370	540/1000 RPM Power Take Off Kit *Converting from 540/540E to 540/1000. For 5EN tractors starting MY2012 with green chassis.*	1,560.90
		Vandal Protection:	
	AL71345	Vandal Protection, Door Locks - Custom Key	185.90
	AL113087	Vandal Protection, Lockable Fuel Tank Cap	See Parts
		Weights:	
	R262449	Front Weight Support, 187 Lbs *Requires (4) 19M8100 Cap Screws and (4) 24M7242 Washers, ordered separately.*	See Parts
	R127764	Weight, Front Suitcase (104 Lb.) Quantity of One	134.20
	R213907	Weight, Rear Wheel - 95 Lb. *Maximum of 2 per wheel.*	147.40
		Wheel Equipment:	
	AL156778	Wheel Spacers, MFWD, 2.36 In. (60 mm) with Hardware (Qty 2) *Fits MFWD and Rear Axles.* *Tread Setting Should Not exceed 80 In. for Maximum Load Applications.*	657.80

REVIEWED
By Oscar Garza at 11:38 am, Jan 07, 2014

NEUHAUS & COMPANY

JOHN DEERE

www.neuhausco.com

Neuhaus & Company
2000 E. Expressway 83
PO Box 386
Weslaco, TX 78596
Phone: (956) 968-7502
Fax: (956) 968-4173

Brownsville, TX (956) 350-9865
Harlingen, TX (956) 423-3592
Raymondville, TX (956) 689-2481
Weslaco, TX (956) 968-7502

PARTS QUOTATION

Invoice To Account No.: 3712

HIDALGO CO. PRECINCT #1
1902 JOE STEPHENS AVE
WESLACO TX 78596
US

Deliver To:

HIDALGO CO. PRECINCT #1
1902 JOE STEPHENS AVE
WESLACO TX 78596

Home Ph: Mob Ph:
Work Ph: 956-968-8733

Quotation No.: 254533
Date: 1/7/2014
Page: 1 of 1

Supplied Quantity	Back Order Quantity	Part Number	Part Description	Bin Loc	List Price	Net Price	Extended Price
0	1.00	R262449	Support	AT12	275.00	275.00	$275.00

Customer PO No.:

Delivery Note:

Salesperson: PAUL FRANKLIN

Sub Total:	$275.00
Sales Tax:	$0.00
Total:	$275.00
Deposit Received:	$0.00
Balance Due:	$275.00

EXCLUDES TAX

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John Deere	26% Discount Off A9 Material Handling Pricelist for Cutters & Shredders, Supplies & Accessories.	Pricing Sheet	$0.00	Add Hide Details

Extended Product Information

Reference Number:	373-11
Brand:	Various
Part Number:	Catalog
Unit Measure:	EA
Vendor Website:	http://www.deere.com/en_US/deerecom/usa_canada.html
Full Description:	26% Discount Off A9 Material Handling Pricelist for Cutters & Shredders, Supplies & Accessories

JOHN DEERE

Selling Equipment

Quote Id: 8861295 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Neuhaus & Company, Ltd
2000 East Expressway 83
Weslaco, TX 78596
956-968-7502
KIRK@NEUHAUSCO.COM

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
	Multi-unit Discount	3			$ 565.35	$ -565.35	$ -1,696.05
	Additional Discount Total				**$ 565.35**	**$ -565.35**	**$ -1,696.05**
Total Selling Price			$ 56,517.60		$ 15,090.04	$ 41,427.56	$ 125,772.33

JOHN DEERE CX15 - 10 Ft. Flex-Wing Rotary Cutter - 540 RPMStump

Contract: TASB_373-11
Price Effective Date: December 17, 2012

Suggested List *
$ 18,349.00
Selling Price *
$ 13,779.50

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
225CP	CX15 - 10 Ft. Flex-Wing Rotary Cutter - 540 RPMStump Jumpers - Single Suction Blades - 5 Wheels	3	$ 17,575.00	26.00	$ 4,569.50	$ 13,005.50	$ 39,016.50
	Dealer Attachments/Non-Contract/Open Market						
1234	Non-Contract HD PTO Guards	3	$ 475.00	0.00	$ 0.00	$ 475.00	$ 1,425.00
2468	Non-Contract Jack Kits	3	$ 299.00	0.00	$ 0.00	$ 299.00	$ 897.00
	Dealer Attachments Total		**$ 774.00**		**$ 0.00**	**$ 774.00**	**$ 2,322.00**
	Suggested Price						**$ 41,338.50**
Total Selling Price			$ 18,349.00		$ 4,569.50	$ 13,779.50	$ 41,338.50

CX15 - 10 Ft. Flex-Wing Rotary Cutter - 540 RPM
Stump Jumpers - Single Suction Blades - 5 Wheels

Equipment for Base Machine

Pull Type
Double Deck Design
Easy Clean Dome Shaped Top Deck
Deck Thickness:
  Upper Deck Thickness: 0.138 In. (3.5mm)
  Lower Deck Thickness: 0.177 In. (4.5mm)
Three Gearcases
Peak Drivetrain Horsepower Rating:
  Splitter 300 HP (223 kW)
  Wing 216 HP (161 kW)
Continuous Drivetrain Horsepower Rating:
  Splitter 250 HP (186 kW)
  Wing 150 HP (111.9 kW)
3 In. Brush Cutting Capacity
1-3/4 In. Gearcase Input Shafts
Unibody Frame:
  10.5 In. (267mm) Body Depth
  1/4 In (6mm) Side Skirt Thickness
10 Ft. (3m) Cutting Width
Blade Tip Speed:
  Center: 15733 fpm, 178.8 mph, 79.9 m/s
  Wing: 15586 fpm, 177.1 mph, 79.2 m/s
Center section, right side wing and
  weight box on left side
2-Section Flexible 90 Degrees Up,
  22 Degrees Down
Level Lift (Fore/Aft and Side-to-Side)
Lift and Fold Hydraulics
Lift Cylinder Depth Stops
Double Leveling Rods
Easy Adjust Wing Leveling Turnbuckles
Adjustable Wheel Spacing
  (Refer to Ag Sales Manual for available
  row spacings, especially for ridge-till
  applications)
Five Wheels - 26" X 9" X 14.5" - 24 PR
  "Fat Boy" Severe Duty Ag Tires
Constant Velocity with Lock-Slide Collar
  Tractor-to-Cutter Driveline
Two Slip Clutches, Factory Preset,
  Self Adjusting
Front and Rear Double Row Safety Shields - Chains
Bolt-On Wear Shoes
Safety Tow Chain
Hitch Integrated Jack Stand, Implement Jack
SMV Emblem and Support
Fully Assembled
Commercial Duty Rating
Deck Rings
Continuous, Full Length, Greaseable Hinges
Splined Telescoping Driveshaft Members
Ball Type Self Level Hitch Clevis
30 mm Pivot Pins with Double Bushings
Air Cushioned Suspension with
  Shock Absorbers
5-Bolt Wheel Hubs
Independent Wing Lift

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	SUGGESTED LIST PRICE USD ($)

Select One Code From Each Required Category

BASE MACHINE

EX-WORKS Laredo Texas; Marinez, Georgia; Waterloo, Iowa; Frisco, Texas; Grimsby, Ontario

225CP	CX15 - 10 Ft. Flex-Wing Rotary Cutter - 540 RPM Stump Jumpers - Single Suction Blades - 5 Wheels *Serial Number P0CX15G008500 and above.*	17,575.00

ATTACHMENTS - ORDER AS DESIRED

Miscellaneous:

9070	Walking Tandem Kit *Kit just for center section. For full coverage order 1 additional kit and 2 additional tires. Machine is not available with the walking tandem installed, kit to be installed by the dealer.*	1,713.00
9099	French Operator's Manual and Decal Kit	No Charge
9100	Spanish Operator's Manual and Decal Kit	No Charge

AI-42573 **Purchasing Department 18. C. 1.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted For: Comm. Tito Palacios, Pct. #2 **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute an "On Call" professional engineering services contract with Raba Kistner Consultants Inc. for, "Construction Material Testing for All Projects" for Precinct No. 2 as approved for negotiations on 11/26/13.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-006-0-731

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

BUDGETARY IMPACT:

Funds available as of 1/17/14.

Attachments

Legal Approval

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/16/2014 04:24 PM
Budget & Management	Debbie Tamez	01/16/2014 04:43 PM
Glinda Pacheco	Glinda Pacheco	01/17/2014 10:13 AM
Auditor's Office	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Rocio Villarreal Started On: 01/08/2014 04:58 PM

Final Approval Date: 01/17/2014

RE: C-13-351-01-21-Raba Kistner

From : Steve Crain <scrain@atlashall.com> Thu, Jan 16, 2014 03:21 PM
Subject : RE: C-13-351-01-21-Raba Kistner
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The contract is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, January 16, 2014 1:30 PM
To: Steve Crain
Subject: C-13-351-01-21-Raba Kistner

Mr. Crain:

Please review and approve as to form.

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
Edinburg, Texas 78539

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-13-351-01-21

THIS AGREEMENT is made effective the 21st day of January, 2014 by and between **HIDALGO COUNTY, TEXAS,** ("County") and **RABA-KISTNER CONSULTANTS, INC.,** a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is responsible for providing geo technical and construction materials testing services (the "Services") for "Hidalgo County Precinct No. 2 Projects;" **(ON AN AS NEEDED BASIS)**

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 2, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. **Term.** This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. **Compensation.** The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. **Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement

Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. 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 County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

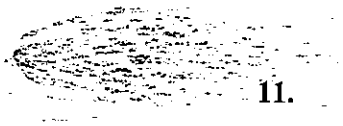
If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.



11. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. **Subcontracting and Assignment.** The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. **Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. **Insurance.** Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. **Payment of Franchise Tax.** The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. **No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. **Conflict.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any 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 Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

18. **Termination by County.** If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

19. **No Waiver.** No waiver by County 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.

20. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations 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 County and Laboratory, and not otherwise.

21. **Venue.** 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.

22. **Hold Harmless.** In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect 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 a 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 Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Laboratory:	Raba-Kistner Consultants, Inc. Attn: Mr. Isidoro Arjona, PE, PMP, Vice President 800 E Hackberry McAllen, Texas 78501

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 addresses or, if mailed at such time as it is deposited in the United States mail.

25. Executions of 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.

26. Binding Agreement. 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.

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

28. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

LABORATORY:
Raba-Kistner Consultants, Inc.

By: _____

Printed Name _____ ISIDORO ARJONA, P.E.

Title: _____ VICE PRESIDENT

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

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

December 27, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"*Professional Engineering Services-Geotechnical and Construction Materials Testing Pool*"
RFQ NO: 2012-003-01-18-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet. **All forms must be properly completed and submitted your response** in order to be considered responsive and qualified.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"
RFQ NO: 2012-003-01-18-SMA

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 27, 2011
Date

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

Acceptance Due Date: **January 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) *"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ–2012-003-01-18-SMA-"HIDALGO COUNTY(Including all funding sources, programs, and entities) Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 18, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION 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 QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents

are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY** (Including all funding sources, programs, and entities) ***Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",***

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 18 , 2012**
Award of Contract:	2012
Commence Work or Deliver Products:	2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	**12/30/11 and 01/02/12**
Martin Luther King Day	**01/16/12**
President's Day	**02/20/12**
Good Friday	**04/06/12**
Easter	**04/09/12**
Memorial Day	**05/28/12**
Independence Day	**07/04/12**
Labor Day	**09/03/12**
Columbus Day	**10/08/12**
Veteran's Day	**11/12/12**
Thanks Giving Day	**11/22/12 and 11/23/12**
Christmas Day	**12/24/12 and 12/25/12**

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

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, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a

member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **DISCLOSURE OF CONFLICT OF INTEREST**

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

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539—Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent'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 respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. 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.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification 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.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

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

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2012 and ending February 8, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICES GEOTECHNICAL and CONSTRUCTION MATERIALS TESTING POOL" RFQ NO: 2012-003-01-18-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 18, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered 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

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

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

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

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Tuesday, January 10, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 13, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink*.**

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

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

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** 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 five (5) pages.

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

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories may (Refer to Exhibit "C") add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing

d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III
SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**
The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes 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. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**
The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT -"A"

SCHEDULE OF SERVICES and RELATED FEE'S

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only
Refer back to requirements page 8, negotiations process

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ _____ / Hour
02	Surveying and Sampling Soils for Highways	$ _____ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ _____ / Hour
04	HMA Level 1-A Certified Technician	$ _____ / Hour
05	HMA Level 1-B Certified Technician	$ _____ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, [illegible] meter, thermometer	$ _____ / Hour
07	ACI Certified Field Grade II Technician	$ _____ / Hour
08	Geotechnical Engineer, P.E.	$ _____ / Hour
09	Geotechnical Engineer, E.I.T.	$ _____ / Hour
10	Secretarial, Report Preparation and Reproduction	$ _____ / Hour
11	Logger (In Conjunction with Engineer)	$ _____ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Portal to Portal for all Trips)	$ _____ / Mile
13	Mobilization for Truck Mounted Rig, Helper, Crew & Support	$ _____ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + ____ %
15	Barge Mobilization and Rental	Cost + ____ %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ _____ / Foot
17	Borings in Soft Rock	$ _____ / Foot
18	Rock Coring	$ _____ / Foot
19	Standby Time (Drill Rig and Crew)	$ _____ / Foot
20	Grout/ Bentonite Backfill	$ _____ / Foot
21	Dozer/ Clearing Cost	Cost + ____ %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + ____ %
24	All Other Outside Expenses	Cost + ____ %

SAMPLE

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

NO.	DESCRIPTION	UNIT COST
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$_____/Day
26	Laptop Computer Rental (w/ Printer)	$_____/Wk
27	Laptop Computer Rental (w/ Printer)	$_____/Mo.
28	Concrete Beam Breaker	$_____/Day
29	Concrete Beam Breaker	$_____/Wk
30	Concrete Beam Breaker	$_____/Mo.
31	Vacuum Extractor	$_____/Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + ____%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	SOILS SECTION	
Tex-100-E	Surveying and Sampling Soils for Highways	$_____Hr
Tex-103-E	Determination of Moisture Content in Soil Material	$_____Ea
Tex-104-E	Determination of Liquid Limit of Soils	$_____Ea
Tex-105-E	Determination of Plastic Limit of Soils	$_____Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$_____Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$_____Ea
Tex-108-E	Determination of Specific Gravity of Soils	$_____Ea
Tex-110-E	Part I Sieves to 40 Part II Sieves thru 200 Additional Sieves	$_____Ea $_____Ea $_____Ea
Tex-111-E	Minus 200 Sieve Analysis	$_____Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$_____Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$_____Ea
Tex-117-E	UNCONFINED COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method) Disturbed Soils and Base Materials (Part II)	$_____Ea $_____Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$_____Ea
Tex-128-E	Determination of Soil pH	$_____Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$_____Ea
	HOT MIX SECTION	
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$_____Ea

SAMPLE

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$_____Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$_____Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$_____Ea
Tex-203-F	Sand Equivalent Test	$_____Ea
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$_____Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$_____Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$_____Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$_____Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$_____Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$_____Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	$_____Ea $_____Ea
Tex-224-F	Determination of Falkiness index	$_____Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$_____Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry) Sieve Analysis of Fine and Coarse Aggregate (Wet)	$_____Ea $_____Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$_____Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$_____Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$_____Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$_____Ea
Tex-406-A	Material Finer than 75um Sum (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$_____Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$_____Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$_____Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$_____Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$_____Ea

SAMPLE

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$_____Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$_____Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$_____Ea
Tex-460-A	Determination of Crushed Face Particle Count	$_____Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	ASPHALT SECTION	
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$_____Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$_____Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County-

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes 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. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County-

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

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

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

ACORD CERTIFICATE OF INSURANCE — DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: ____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners=Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners=Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department=s Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department=s Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____
Authorized Signature Date

_____
Company

_____
Address

_____
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

VENDOR'S APPLICATION

&

W-9 FORM

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American
☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women
☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other
☐ More than 500,000 annual gross receipt

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"
RFQ NO: 2012-003-01-18-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____
Signature Date

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No. 2 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT "C"

LABORATORY'S RATES

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

ALKALI-SILICA REACTIVITY

REFERENCE	LABORATORY SERVICES			
ASTM C 1260	Potential Alkali Reactivity of Aggregate Mortar Bar Method			
	Fine Aggregate	UKFA	$ 663.00	/ea
	Coarse Aggregate	UKFF	$ 924.00	/ea
ASTM C 1260	Concrete Mix Design			
	Initial Mix with Two Components	UKFG	$ 924.00	/ea
ASTM C 1567	Concrete Mix Design			
	Initial Mix with Multiple Components	UKFK	$ 1,294.00	/ea
ASTM C 1012	Lengh Change of Hydraulic-Cement Mortars Exposed to a Sulfate Solution	UKFI	$ 1,630.00	/ea
ASTM C 227	Potential Alkali Reactivity of Cement-Aggregate Combinations Mortar Bar Method	UKFB	$ 589.00	/set
ASTM C 1293	Concrete Aggregates by Determination of Length Change of Concrete Due to Alkali-Silica Reaction	UKFC	$ 1,844.00	/ea
ASTM C 441	Effectiveness of Mineral Admixtures on Ground Blast Furnace Slag in Preventing Excessive Expansion of Concrete Due to Alkali-Silica Reaction	UKFD	$ 984.00	/mix

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

APARTMENT STRUCTURAL OBSERVATION

FIELD SERVICES

Shear Wall Anchorages	Q430	$	76.00 /hr
Shear Wall Hurricane Straps	Q431	$	76.00 /hr
Shear Wall Nailing Patterns	Q432	$	76.00 /hr
Interior and Exterior Shear Walls	Q433	$	76.00 /hr
Roof Trusses	Q434	$	76.00 /hr
Floor Truss Framing	Q435	$	76.00 /hr

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

ASPHALTIC CONCRETE

REFERENCE	FIELD SERVICES			
ASTM D 75	Sampling Raw Materials of Composite Mix Technician Time	QT00	$ 47.75	/hr
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature Technician Time	Q401	$ 57.25	/hr
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination Technician Time	Q419	$ 57.25	/hr
ASTM D 2950	Nuclear Density Test with Inspection	Q0R5	$ 16.00	/ea
	Nuclear Density Test	Q0M0	$ 20.50	/ea
	Coring (See Coring Fee Schedule)			

REFERENCE	LABORATORY SERVICES			
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content, Aggregate Sieve Analysis and Laboratory Density of Asphaltic Concrete	UBMH	$ 275.50	/ea
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	UBMF	$ 141.00	/ea
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens Hveem or Marshall	UBW3	$ 62.00	/set
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test	UBJ0	$ 62.00	/set
	a) Molded Specimen	UBW3	$ 62.00	/set
	b) Asphalt Core (Technician Time)	Q411	$ 47.75	/hr
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	Stability Test Hveem or Marshall (Hand Compactor)	UB6L	$ 66.00	/set
	Hveem (Gyro Compactor)	UB6Q	$ 84.00	/set
Asphalt Institute Manual and TxDot; Mix Designs	Corp of Engineers or FAA	QWZW	$ 2,156.00	/ea
	TxDOT Quality Control/Quality Assurance	QWZX	$ 2,156.00	/ea
	TxDOT CMHB	UKV0	$ 3,063.00	/ea
	TxDOT Calibration Mix and Pans	WC1N	$ 360.00	/ea
	TxDOT Black Base Design, Item 345	WC1P	$ 1,615.00	/ea

ASPHALTIC CONCRETE (Continued)

REFERENCE	LABORATORY SERVICES			
TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate	UB4B	$ 56.75	/ea
TxDOT, TEX-203-F; ASTM D 2419	Sand Equivalent Test	UPL0	$ 87.25	/ea
AASHTO TP 33	Fine Aggregate Angularity	WCNC	$ 55.00	/ea
ASTM D 4791-95	Flat and Elongated Particles	UB6B	$ 55.00	/ea
TxDOT, TEX-201-F; ASTM C 127	Specific Gravity (Coarse or Fine Aggregate)	UB5B	$ 46.75	/ea
TxDOT, TEX-201-F; ASTM C 127	Absorption (Coarse or Fine Aggregate)	UBAB	$ 67.50	/ea
TxDOT, TEX-411-A; ASTM C 88	Sulfate Soundness (Time and Test)			
	Preparation Time	U002	$ 53.00	/hr
	a) Magnesium - 5 Cycle	UB3S	$ 545.00	/ea
	b) Sodium - 5 Cycle	UB3T	$ 486.00	/ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion Test (Time and Test)			
	Los Angeles Abrasion Test (Small or Large Coarse Aggregate	UQR0	$ 211.00	/ea
Asphalt Inst. SP-2 TxDOT, Item 3066 AASHTO PP 28-95	Superpave TM Mix Design (Includes Aggregate, Specific Gravity and Sieve Analysis) (Does Not Include TSR)	VREA	$ 6,662.00	/ea
TxDOT, TEX-227-F; ASHTO T 209; ASTM D 2041	Maximum Theoretical Specific Gravity (Rice Gravity)	UBS0	$ 101.00	/ea
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	Moisture Sensitivity Test (Tensile Strength Ratio Test)			
	with Freeze/Thaw	VRE0	$ 578.00	/ea
	without Freeze/Thaw	VRD0	$ 451.00	/ea
TxDOT, Item 3157	Cold Processed - Recycled Paving Material (RPM)			
	Mixture Design	2UB6S	Upon Request	
	Mixture Verifiction (QC) Strength, Stability (Hveem, Modified Marshall)	2UB6R	$ 850.00	/set
TxDOT, TEX-126-E	Molding and Strength	2UB61	$ 413.00	/set
TxDOT, TEX-208-F (Modified)	Molding and Hveem	UB62	$ 157.00	/set
ASTM D 1559	Molding and Marshall	UB63	$ 147.00	/set

ASPHALTIC CONCRETE (Continued)

TxDOT, TEX-103-E	Molded Moisture Content	2UQV0	$ 13.00	/ea
TxDOT, TEX-461-A (2005); ASTM D 6928-10	Micro-Deval Abrasion	2UL24	$ 263.00	/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

BLAST MONITORING

REFERENCE	FIELD SERVICES			
USBM	The Following Rates Include Travel Time Charges and Technician Time Charges			
	Hourly Rate	Q437	$ 76.00	/hr
	If Frequency Analysis is Required, R-K Needs to be Notified at Least 3-Days in Advance of Blast Monitoring			
	Seismic Equipment Rental (Minimum of 1 Per Month)		Cost + 15%	
	Technician Time	Q437	$ 76.00	/hr
	Materials Engineer	TS		/hr

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

BRICK

REFERENCE	FIELD SERVICES				
	Masonry Observations	Q410	$	60.75	/hr
REFERENCE	**LABORATORY SERVICES**				
ASTM C 62	Compressive Strength				
	Preparation Time	U002	$	52.00	/hr
	Saw Cut (If Required)	UL21	$	1.20	/sq.in.
	Compressive Strength Testing of Standard Size Specimens	UFH0	$	31.00	/ea
	Initial Rate of Absorption (Lab)	UFAM	$	138.00	/ea
	Absorption Test	UFA0	$	40.00	/ea
	Modulus of Rupture (Standard Size)	UEA1	$	274.00	/set
	Freeze/Thaw	VGLV	$	410.00	/set
	Efflorescence	UEA2	$	407.00	/set
	Breaking Load	UEA4	$	222.00	/set

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

BUILT-UP ROOFING

REFERENCE	FIELD SERVICES			
	Observation by Materials Technician During Installation Including Verification of Materials, Asphalt Application Rates, Proper Lapping of Felt Material, Proper Insulation and Quantity of Aggregate	Q410	$ 62.00	/hr
REFERENCE	**LABORATORY SERVICES**			
	Sample Testing and Analysis Including Determining Number of Felt Paper Plies, Weight of Interply Layers of Bituminous Material, Weight of Flood Coat and Weight of Aggregate Surface Materials, and Photographs of Each Item (Sampling by Others)			
ASTM D 3617	a) New Roofs Prior to Application of Flood Coat and Aggregate Surfacing	UND6	$ 486.00	/sample
ASTM D 2829	b) Existing Roofs	UNE5	$ 552.00	/sample
	ROOF SURVEYS			
	Nuclear Gauge In-Place Moisture Measurements at 10-ft. Centers	Q420	$ 62.00	/hr
	Moisture Plume Identification	Q420	$ 62.00	/hr
	Roof Layout with Moisture Readings	Q420	$ 62.00	/hr

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CEMENT TREATED BASE / SUBGRADE

REFERENCE	FIELD SERVICES			
PCA	Sampling Raw Materials for Mix Verification Technician Time	QT00	$ 47.75	/hr
	Sampling Contractor Processed Material Technician Time	QT00	$ 47.75	/hr
REFERENCE	**LABORATORY SERVICES**			
PCA	Molding Controlled Processed Material	VST5	$ 76.25	/ea
PCA	Unconfined Compressive Strength Testing	VSGR	$ 35.00	/ea
ASTM D 559; ASTM D 560	Durability (2 Specimens Per Set) (Percent Loss in 12 Cycles) Wet Dry/Freeze Thaw	VS90	$ 663.00	/set
TxDOT, TEX-120-E	Cement Series Curve Determination Including Five Atterberg Limits	VSRS	$ 473.00	/ea
	Mix Design			
PCA TxDOT, TEX-120-E	Mix Design - Cement Treated Base (Does Not Include Durability)	VSRR	$ 1,318.00	/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CHEMICAL ADMIXTURE

REFERENCE	LABORATORY SERVICES		
ASTM C 494	Residue on Oven Drying	UK1V	$ 40.00 /ea
ASTM C 494	pH	UK0W	$ 18.00 /ea
ASTM C 494	Specific Gravity by Hydrometer	UK58	$ 22.00 /ea
ASTM C 403	Setting Time by Hydraulic Penetrometer	UKNY	$ 131.00 /ea
ASTM C 494	Admixture Certification Program	UKFE	Upon Request
ASTM C 260	Admixture Certification Program	UKFE	Upon Request

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CONCRETE

REFERENCE	FIELD SERVICES			
ASTM C 31;	Sampling Concrete to Conduct Slump Tests, Measure Concrete			
ASTM C 172;	Temperature, Cast Test Specimens and Transport			
ASTM C 143	Test Specimens to Laboratory Next Day			
	Technician Time	QT00	$ 47.75	/hr
	Pick-Up of Test Specimens	Q055	$ 47.75	/hr
	Standby Time	Q600	$ 47.75	/hr
ASTM C 39;	Cylinder Compressive Strength Testing and Reporting			
ASTM C 617	(In Conjunction with Sampling)			
	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4)	QFXE	$ 15.00	/ea
	b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities)	QNL0	$ 27.50	/ea
	c) "Hold" Cylinder (Additional Charge)	QGP0	$ 10.25	/ea
	d) "Strip" Cylinder (Additional Charge)	QGY0	$ 13.00	/ea
	e) Compressive Strength – 2"x2" Cubes (Min. of 3)	QFXG	$ 17.75	/ea
	f) Compressive Strength – Grout Prizms (Min. of 3)	QFXG	$ 17.75	/ea
	g) Dry Density - Concrete Cylinder	QGMH	$ 49.75	/ea
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams)	QMXC	$ 43.75	/ea
	Air Content (In Conjunction with Sampling)			
ASTM C 231	a) Pressure	QBT0	$ 28.00	/ea
ASTM C 173	b) Volumetric	QB40	$ 37.00	/ea
AASHTO T 199	c) Chase	QBE0	$ 17.25	/ea
ASTM C 138	Unit Weight	QX00	$ 31.75	/ea
ASTM C 143	Additional Slump Test	QGWA	$ 22.25	/ea
ACI 311;	Concrete Plant Observation - To Observe and Record Aggregate			
ACI 304	Types, Batch Weights, Concrete Consistency and Mixing Time			
	Technician Time	Q422	$ 57.25	/hr
ACI 311;	Concrete Site Observation - To Record the Consistency of Concrete,			
ACI 304	Verify and Adjust Slump within Project Specifications and Sample for Test Specimens			
	Technician Time	Q422	$ 57.25	/hr

REFERENCE	LABORATORY SERVICES			
ACI 211.1	Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confirmatory Cylinders (Physical Properties Not Included)	VUR0	$ 332.75	/ea
ACI 211.1 (303.R)	Architectural Mix Design	VAR0	$ 372.00	/ea
ACI 211.2	Lightweight Structural Mix Design	VLR0	$ 349.00	/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CONCRETE (Continued)

REFERENCE	LABORATORY SERVICES			
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)	VMVT	$ 372.00	/ea
ASTM C 1202	Chloride Ion Permeability	QAOA	$ 295.00	/set
ASTM C 39	Cylinder Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory	VGGK	$ 31.00	/ea
ASTM C 496	Splitting Tensile Strength of Concrete Cylinders Tensile Test	VT5B	$ 51.00	/ea
ASTM C 666	Freeze-Thaw Test	VGLV	$ 410.00	/set
ASTM C 469	Determination of Young's Modulus of Elasticity (Time, Test and Set-Up)	VGJB	$ 94.00	/ea
ASTM C 803	Windsor Probe (includes Surface Preparation)	VGLW	$ 96.00	/hr
ASTM C 805	Schmidt Rebound Number	VGLX	$ 96.00	/hr
ASTM C 157	Length Change of Mortar or Concrete	VGNN	$ 324.00	/set

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CONCRETE AGGREGATES

REFERENCE	FIELD SERVICES				
ASTM D 75;	Sampling Concrete Aggregates				
TxDOT, TEX-400-A	Technician Time	QT00	$	47.75	/hr
REFERENCE	**LABORATORY SERVICES**				
ASTM C 566	Moisture Content	UQV0	$	10.25	/ea
ASTM C 29;	Unit Weight (Coarse or Fine)				
	a) Loose	UH9N	$	40.50	/ea
	b) Rodded	UH9N	$	40.50	/ea
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Specific Gravity (Coarse or Fine)	UB5B	$	46.75	/ea
ASTM C 123	Lightweight Particles (Plus Cost of Materials)	UBMI	$	64.50	/test
	Absorption				
ASTM C 127;	a) Normal Weight Aggregate (Coarse or Fine)	UHAQ	$	28.00	/ea
ASTM C 128; TxDOT, TEX-201-F	b) Lightweight Aggregate (Coarse)	UHAP	$	28.00	/ea
ASTM C 136;	Sieve Analysis (Dry) for ASTM C 33 Specification				
TxDOT, TEX-401-A	a) Coarse, Per Sample	UH4J	$	50.00	/ea
	b) Fine, Per Sample	UH4K	$	57.25	/ea
ASTM C 117; TxDOT, TEX-406-A	Amount Finer Than No. 200 (Decantation)	UH17	$	55.00	/ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test)	UQR0	$	211.00	/ea
ASTM C 88;	Sulfate Soundness (Time and Test)				
TxDOT, TEX-411-A	Preparation Time	U002	$	53.00	/hr
	a) Magnesium - 5 Cycle	UB3S	$	545.00	/ea
	b) Sodium - 5 Cycle	UB3T	$	486.00	/ea
ASTM C 117; ASTM C 29; ASTM C 127; ASTM C 128; ASTM C 136; ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A	Physical Properties of Aggregates - Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (Per Aggregate Type and Size)				
	Conducted in Conjunction with Concrete Mix Design	VGR3	$	158.50	/ea
	Conducted Separate from Concrete Mix Design	VG03	$	207.00	/ea

CONCRETE AGGREGATES (Continued)

ASTM C 40; TxDOT, TEX-408-A	Organic Impurities	UH0U	$ 42.75	/ea

REFERENCE	LABORATORY SERVICES			
ASTM C 2419; TxDOT, TEX-203-F	Sand Equivalent Values	UPL0	$ 87.25	/ea
ASTM C 142	Clay Lumps and Friable Particles	UHG0	$ 62.50	/ea
ASTM C 641	Staining Materials in Lightweight Concrete Aggregate	UH7P	$ 62.50	/ea
ASTM D 3042	Acid Insoluble Residue	UHB0	$ 192.00	/ea
TxDOT, TEX 461-A	Micro-Deval Abrasion	UL24	$ 263.00	/ea

CONCRETE MASONRY UNITS

REFERENCE	FIELD SERVICES			
	Masonry Observation	Q515	$ 60.75	/hr
REFERENCE	**LABORATORY SERVICES**			
ASTM C 140	Compressive Strength Test			
	Compressive Strength Test	UEH0	$ 72.00	/ea
	Absorption Test	UEA0	$ 49.75	/ea
ASTM C 426	Drying Shrinkage of Concrete Block	UEK1	$ 526.00	/pair
ASTM C 1314	Compressive Strength CMU Prism	QMPT	$ 222.00	/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CORING

REFERENCE	FIELD SERVICES			
ASTM C 42; ACI 318	Technician Time and Equipment			
	a) One Man	Q412	$ 57.00	/hr
	b) Two Men	Q413	$ 98.25	/hr
	c) Reinforcing Steel Detector	QK0N	$ 36.25	/day
	d) Coring Rig	QKJY	$ 110.00	/day
	e) Generator	QK0Z	$ 92.75	/day
	Bit Wear			
	a) Limestone Aggregate	QD0L	$ 4.45	/in.-in.
	b) Quartz Aggregate (River Gravel)	QDU0	$ 5.15	/in.-in.

REFERENCE	LABORATORY SERVICES			
ASTM C 42	Sawed Ends for Compressive Strength Tests			
	a) Limestone Aggregate	UL20	$ 1.20	/sq.in.
ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617	Compressive Strength of Concrete Cores Includes Measurements, Capping and Testing	QFXF	$ 23.50	/ea
	Report Photographs		Cost +15%	
	Laboratory Air-Dried Unit Weight	QXAF	$ 16.50	/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

DRILLED-AND-UNDERREAMED PIERS

REFERENCE	FIELD SERVICES			
ACI 336.1	This Service is Provided to Observe and/or Record the Following Items: a) Specification Dimensions of Shaft and Bell b) Identification of Foundation Bearing Stratum c) Cleanliness of the Pier Excavation Bottom d) Size, Grade, Length, Concrete Cover and Orientation of Reinforcing Steel e) Consistency of Concrete Placed in the Pier			
	Technician Time a) Hourly	BQ410	$	60.75 /hr
	Cylinders Cast in Conjunction with Observation	QFXE	$	15.00 /ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

FLY ASH

REFERENCE	LABORATORY SERVICES			
ASTM C 311	Moisture Content	UQV0	$ 13.00	/ea
ASTM C 311	Loss of Ignition	WCU0	$ 36.00	/ea
ASTM C 311	Available Alkalies	WCE0	$ 104.00	/ea
ASTM C 430	Fineness, No. 325 Sieve Analysis	WCN9	$ 65.00	/ea
ASTM C 311	Soundness, Autoclave	WCD0	$ 233.00	/ea
ASTM C 311	Pozzolanic Activity; Portland Cement	WCXF	$ 397.00	/ea
ASTM C 311	Pozzolanic Activity; Lime	WCXR	$ 167.00	/ea
ASTM C 311	Increase of Drying Shrinkage of Mortar Bar	WCKU	$ 303.00	/ea
ASTM C 618	ASTM C 618 Chemical Analysis	WCCG	$ 384.00	/ea
ASTM C 618	ASTM C 618 Physical Analysis	WCCW	$ 935.00	/ea
ASTM C 595	Water-Soluble Fraction	WC5E	$ 45.00	/ea
ASTM C 188	Specific Gravity	UK50	$ 65.00	/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

GROUND PENETRATING RADAR (GPR) SERVICES

REFERENCE	FIELD SERVICES			
ASTM D 6432	The following Rates Include Travel Time Charges and Technical Time Charges			
	Hourly Rate	Q402	$ 62.00	/hr
	GPR Equipment	QQ80M	$ 541.00	/day
	Materials Engineer	TS	$ 172.00	/hr

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

LIME

REFERENCE	FIELD SERVICES			
National Lime Association	Continuous Observation to Monitor and Record Equipment Functions, Specific Gravity of the Lime Slurry and Observation of Stabilization Location and Depth Technician Time	Q402	$ 59.75	/hr
REFERENCE	**LABORATORY SERVICES**			
ASTM D 422; TxDOT, TEX-101-E, Pt. II	Sieve Analysis of Pulverized Materials for Gradation Compliance	UQ4X	$ 67.00	/ea
ASTM D 4318; TxDOT, TEX-112-E	Lime Series Curve Determination Including Five Atterberg Limits	VSPN	$ 400.50	/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

PORTLAND CEMENT

REFERENCE	LABORATORY SERVICES			
ASTM C 183	Standard Method of Sampling Hydraulic Cement	U005	$ 53.00	/hr
ASTM C 109	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen)	Q403	$ 27.00	/ea
ASTM C 185	Air Content of Hydraulic Cement Mortar	WHAU	$ 56.00	/ea
ASTM C 266; ASTM C 191	Time of Setting of Hydraulic Cement by Gillmore/Vicat Needles	WHIN	$ 62.00	/ea
ASTM C 151	Autoclave Expansion of Portland Cement	WHD0	$ 222.00	/ea
ASTM C 187	Normal Consistency of Hydraulic Cement	WHWH	$ 56.00	/ea
ASTM C 188	Specific Gravity of Hydraulic Cement	UR50	$ 65.00	/ea
ASTM C 430	Fineness of Hydraulic Cement by the No. 325 Sieve	WCN9	$ 65.00	/ea
ASTM C 451	Early Stiffening of Portland Cement (Paste Method)	WHM0	$ 56.00	/ea
ASTM C 114	Chemical Analysis	WHBG	$ 407.00	/ea
ASTM C 91	Water Retention of Masonry Cement	WH52	$ 104.00	/ea
ASTM C 150	Chemical Analysis Physical Analysis	WHBG WHBW	$ 407.00 $ 809.00	/ea /ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

PRECAST CONCRETE PLANT OBSERVATION

REFERENCE	FIELD SERVICES			
PCI MNL-117	Plant Observation - To Verify Compliance with the Project Specifications and Fabrication Drawings to Maintain Consistent Workmanship			
	Materials Engineer		$ 154.50	/hr
	Technician Time	Q423	$ 60.75	/hr
	Cylinders	QFXE	$ 15.00	/ea
	Job-Site Erection Observation			
	Technician Time	Q423	$ 60.75	/hr

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

SOILS

REFERENCE	FIELD SERVICES			
ASTM D 75	Sampling Subgrade, Fill or Base			
	Technician Time	QT00	$ 47.75	/hr
	In-Place Moisture-Density Tests			
	Technician Time	QT00	$ 47.75	/hr
ASTM D 2922	Nuclear Density	Q0M0	$ 20.50	/ea
ASTM D 2167; ASTM D 1556	Volumetric Density (Sand Cone or Balloon)	QUM0	$ 77.50	/ea
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage)			
	Technician Time (Hourly Rate)	QT00	$ 47.75	/hr
	Proof Rolling Observation	QT04	$ 47.75	/hr
ASTM D 2922	Nuclear Density Tests with Observation	Q0R0	$ 16.00	/ea

REFERENCE	LABORATORY SERVICES			
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	UQV0	$ 10.25	/ea
	Atterberg Limits			
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	VRBG	$ 81.50	/ea
	Shrinkage Limit in Conjunction with Atterberg Limits			
ASTM D 427	a) Volumetric	WK2T	$ 112.50	/ea
	b) Linear (TxDOT, TEX-107-E)	WK2T	$ 112.50	/ea
ASTM D 422;	Sieve Analysis			
TxDOT, TEX-101-E;	a) Washed Through No. 40 (Up to 5 Sieves)	WKR5	$ 55.00	/ea
TxDOT, TEX-110-E	b) Washed Through No. 200 (Up to 4 Sieves)	WKR4	$ 91.25	/ea
	c) Additional Sieves	WKRB	$ 12.75	/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	WKR8	$ 55.00	/ea
	Moisture-Density Relationship			
	Preparation Time	U001	$ 51.00	/hr
ASTM D 698; ASTM D 1557	ASTM	VRSF	$ 223.25	/ea
AASHTO T 99; AASHTO T 180	AASHTO	VRSF	$ 223.25	/ea
TxDOT, TEX-113-E; TxDOT, TEX-114-E	TxDOT	VRSQ	$ 264.75	/ea
MIL STD CE 55A	Corps of Engineers	VRSQ	$ 264.75	/ea
ASTM C 131; ASTM D 535	Los Angeles Abrasion (Time and Test)	UQR0	$ 211.00	/ea

SOILS (Continued)

REFERENCE	LABORATORY SERVICES			
ASTM D 1883	California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens	VRF1	$ 873.75	/set
	Each Additional Specimen	VRFD	$ 201.50	/ea
TxDOT, TEX-117-E	TxDOT Triaxial – Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens			
	Part I	VR62	$ 1,481.00	/set
	Part II	VR63	$ 1,358.00	/ea
	Each Additional Specimen	VR6D	$ 167.00	/ea
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	UQ50	$ 91.25	/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	WKRQ	$ 301.75	/ea
ASTM D 2166	Unit Weight	QX00	$ 31.50	/ea
TxDOT, TEX-116-E	Wet Ball Mill	WK60	$ 228.75	/ea
TxDOT, TEX-107-E	Shrinkage Limit	WK2T	$ 112.50	/ea
	Water Content and Visual Classification	W050	$ 14.25	/ea
	Unconfined Compression (includes unit dry weight)			
	a) Soil Shelby Tube Specimens	VP7L	$ 47.75	/ea
	b) Rock Core Specimens	VN7L	$ 52.00	/ea
	(1) Sawed Specimen Ends	UL21	$ 12.00	/end
	Triaxial Compression			
	a) Unconsolidated-Undrained, Per Specimen	W046	$ 89.00	/ea
	b) Unconsolidated-Undrained, Multistage	WF46	$ 308.00	/ea
	Direct Shear			
	a) Unconsolidated-Undrained	WKI6	$ 244.00	/ea
	a) Consolidated-Drained (Sand)	WIIE	$ 517.00	/ea
	Consolidation without Hysteresis Loop (Not Including Specific Gravity)	WKH0	$ 636.00	/ea
	Consolidation with Hysteresis Loop (Not Including Specific Gravity)	WDG0	$ 731.00	/ea
	Swell Test			
	a) Method "A"	WL0Y	$ 1,125.00	/ea
	b) Method "B"	WL0M	$ 198.00	/ea
	b) Method "C"	WL0P	$ 1,350.00	/ea
	d) Modified Method "B"	WL00	$ 175.00	/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

STEEL

REFERENCE	FIELD SERVICES		
AISC			
	Observation - Fabrication Shop or Field Erection		
AWS D1.1	Certified Welding Inspector	TS	$ 109.00 /hr
	Technician Time	Q423	$ 72.00 /hr
	Weldment Observation		
AISC	Certified Welding Inspector	TS	$ 109.00 /hr
	Technician Time/Certified Associate Welding Inspector	Q424	$ 72.00 /hr
	Bolt Torque Testing		
CRSI; ASTM A 615	Technician Time	Q423	$ 60.75 /hr
	Reinforcing Steel		
CRSI, ACI 318	Sampling for Subsequent Lab Testing		
	Technician Time	QK5N	$ 47.75 /hr
	Placement and Cross-Section Observation		
	Materials Engineer	Q425	$ 154.50 /hr
PTI; ACI 318	Technician Time	Q423	$ 60.75 /hr
	Pre-Tensioning Strands/Post-Tensioning Tendons		
	Placement and Stressing Observation		
	Materials Engineer	Q425	$ 154.50 /hr
AWS D1.1; ASME Sec. IX	Technician Time	Q423	$ 60.75 /hr
	Welders Tests		
	Witness Qualification Welding	QZ00	$ 116.00 /hr
	Qualification Welding Coupons		
AWS D1.1	a) 3/8-in. Coupon		Cost +15%
	b) 1-in. Coupon		Cost +15%
	Guided Bend Tests		
AWS D1.1	Bend Tests	QWC0	$ 30.00 /ea
	Set-Up Charge, Per Day	QJS0	$ 59.00 /day
	Tensile Tests (Test and Set-Up)		
	Tensile Tests		Cost +15%
	Coupon Preparation and Machining Services		Cost +15%
	Welder Qualification Positions	QZ10	$ 104.00 /ea
	Radiographic Examination of Coupons	Q100	$ 147.00 /ea

STEEL (Continued)

REFERENCE

ASTM A 370

LABORATORY SERVICES

Tension Tests			
a) Reinforcing Steel with Elongation	QWZV	$ 41.00	/ea
b) Reduced Section Preparation (No. 14 & No. 18)	QWZ0	Cost +15%	
c) Set-Up Charge, Per Day	QJS0	$ 59.00	/day

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CONSULTANTS AND COORDINATION

Principal Engineer	$190.00 to 320.00/hr
Managing Engineer	$123.00 to 210.00/hr
Staff Engineer	$97.00 to 170.00/hr
Laboratory Manager	$77.00 to 150.00 /hr
Construction Services Manager	$77.00 to 150.00 /hr
Project Management/Coordination Time	$49.00 to 113.00/hr
Outside Professional Services	Cost + 15%
Additional Insured	$225.00/ea
Secretarial	$49.00 to 84.00/hr
Word Processing	$49.00/hr
Report Preparation and Administration	$49.00 to 84.00/hr

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

ZONE CHART

ZONE	TRAVEL TIME	MILEAGE CHARGE
0	0.25	$ 14.00
1	0.50	$ 26.00
2	1.00	$ 46.75
3	1.25	$ 64.50
4	1.50	$ 90.50
5	2.00	$ 126.25

Mileage greater than Zone 5 (entire trip) use MapQuest

$0.85/mile
Actual Travel Time to be charged at approved project hourly rate.

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

BASIC CHARGE

1. A Vehicle travel charge (refer to "Zone Chart" above) will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.

2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he/she returns from the project site.

3. Any engineering and/or technician services provided on Saturday and all work in excess of "Normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate Our total cost of services is based upon the assumption that most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of services rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials engineering and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **R-K** will keep you CLIENT appraised of our billing in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **R-K** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **R-K** for the project

8. R-K will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

ATTACHMENT II
HIDALGO COUNTY
SCHEDULE OF FEES
GEOTECHNICAL CONSULTING ENGINEERING SERVICES

SCHEDULE OF FEES

GEOTECHNICAL ENGINEERING SERVICES

REFERENCE	FIELD SERVICES	RATES
	Soil Boring (Solid Auger, Hollow Stem Auger, and Mud Rotary- Including Sampling)	
	Soil (Existing Ground Surface to 50 ft.)	$11.50/ft
	Soil (Below 50 ft.)	$13.50/ft
	Soil (Wet Rotary)	$15.50/ft
	Soft Rock	$25.50/ft
	Nx Rock Core	
	Rock Coring	$34.75/ft
	Field Logging Services	
	Engineering Technician	$47.75/hr
	Registered Geologist	$167.00/hr
	Staff Engineer (E.I.T.)	$110.00/hr
	Licensed Professional Engineer (P.E.)	$161.00/hr
	Field Coordination	
	Field Engineer (E.I.T.)	$110.00/hr
	Engineering Technician (Flagman)	$47.75/hr
	Mobilization	
	Truck-Mounted Rig, Drill Crew and Support	$225.25/ls
	Field Logger Trip Charge	$1.00/mile
	(ARDCO 4x4 all terrain rig)	Cost + 15%
	Barge Mobilization and Rental	Cost + 15%
	Other Expenses/Charges	
	Standby Time	$180.15/hr
	Mileage – Non-Drilling Equipment	$1.00/mile
	Grout/Bentonite Backfill	$5.25/ft
	Dozer/Clearing Cost	Cost + 15%
	Concrete/AC Patch	$41.25/ea
	Traffic Control – Signs, Barricades, etc.	Cost + 15%
	All Other Outside Expenses	Cost + 15%

REFERENCE	LABORATORY SERVICES	RATES
ASTM D 2217, D 4318	Plasticity Index (Atterberg Limits)	$ 81.50/ea.
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	$10.25/ea
ASTM D 427	Shrinkage Limit in Conjunction with Atterberg Limits	
	a) Volumetric	$ 112.50/ea
	b) Linear (TxDOT, TEX-107-E)	$ 112.50/ea
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis	
	a)Washed Through No. 40 (Up to 5 Sieves)	$ 55.00/ea
	b)Washed Through No. 200 (Up to 4 Sieves)	$ 91.25/ea
	c) Additional Sieves	$ 12.75/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	$ 55.00/ea
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	$ 91.25/ea

ATTACHMENT II
HIDALGO COUNTY
SCHEDULE OF FEES
GEOTECHNICAL CONSULTING ENGINEERING SERVICES

SCHEDULE OF FEES

GEOTECHNICAL ENGINEERING SERVICES CONT.

REFERENCE		RATES
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	$ 301.75/ea
ASTM D 2166	Unit Dry Weight	$ 31.50/ea
ASTM 4318	Lime Series	$ 400.50/ea
ASTM D 2166 ASTM D 1938	Unconfined Compression (Includes Unit Dry Weight) a) Soil Shelby Tube Specimens b) Rock Core Specimens (1) Sawed Specimen Ends	 $ 47.75/ea $ 52.00/ea $ 12.00/end
ASTM D 2850	Triaxial Compression a) Unconsolidated-Undrained, per Specimen b) Unconsolidated-Undrained, Multistage	 $ 89.00/ea $ 308.00/ea
ASTM D 3080	Direct Shear a) Unconsolidated-Undrained b) Consolidated-Drained (Sand)	 $ 244.00/ea $ 517.00/ea
ASTM D 2435	Consolidation (Not Including Specific Gravity)	$ 731.00/ea
	Swell Test a) Method "A" a) Method "B" a) Method "C" a) Method "B" Modified	 $1,125.00/ea $ 198.00/ea $1,350.00/ea $ 175.00/ea
	Sulfate Content Determination	$ 86.50/ea
	Corrosivity Test (Including Electrical Resistivity, pH, Sulfate and Chloride Determinations)	$ 381.75/ea

GEOTECHNICAL ENGINEERING AND REPORTING SERVICES

Principal Engineer (P.E.)	$ 190.00 to $ 320.00/hr
Licensed Professional Engineer (P.E.)	$ 123.00 to $ 210.00/hr
Staff Engineer, E.I.T.	$ 97.00 to $ 170.00/hr
Registered Geologist	$ 167.00/hr
Draftsman	$ 88.50/hr
Outside Professional Services	Cost + 15%
Additional Insured	$ 225.00/ea
Secretarial	$ 49.00 to $ 84.00/hr
Vehicle Travel Charge	$ 1.00/mile

NOTE: Geotechnical engineering services costs will be computed based on the above referenced field, laboratory, and personnel and equipment unit rates once specific project(s) and related scope of service(s) have been identified.

EXHIBIT "D"

WORK AUTHORIZATION FORM

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-00-000-00-00
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Raba-Kistner Consultants, Inc., hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** 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 **Laboratory** is identified in ***EXHIBIT "B" - Scope of Services to be Provided by the Laboratory*** 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".**

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(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 or (DATE).

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._ Commissioner___ as to content and detail of this Work Authorization No.__.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(DATE)___ as indicated below and effective as of _____ day of _____, 2009.

THE LABORATORY:
Raba-Kistner Consultants, Inc.

_____

By: _____
Print Name

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Raba-Kistner Consultants, Inc.**, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ _____ **2009** concerning Laboratory for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/6/2014

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: Janet Hajek
Catto & Catto LLP 217 East Houston Street Suite 100 San Antonio TX 78205-2694	PHONE (A/C, No, Ext): 210-222-2161 FAX (A/C, No): 210-222-1618 E-MAIL ADDRESS: jhajek@catto.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co.	
INSURER B : American Zurich Ins. Co.	
INSURER C : Zurich American	16535
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	
Raba Kistner Inc. P.O. Box 690287 San Antonio TX 78269-0287	Manuel Zuniga

COVERAGES **CERTIFICATE NUMBER:** 571808384 **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	Y	GLA3994747	10/1/2013	10/1/2014	EACH OCCURRENCE	$1000000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1000000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10000
							PERSONAL & ADV INJURY	$1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2000000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2000000
								$
C	AUTOMOBILE LIABILITY	Y	Y	GLA3994747	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X 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		Y	WC3994748	10/1/2013	10/1/2014	WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$1000000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1000000
							E.L. DISEASE - POLICY LIMIT	$1000000
B	Auto Physical Damage			GLA3994747	10/1/2013	10/1/2014	Comp. Deductible Coll. Deductible	1000 1000

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

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc, Raba Kistner Facilities, Inc., Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.
Project: Engineering Services for Geotechnical Engineering and Construction Materials Testing Services for Hidalgo County Precinct No. 2, Various Projects.

CERTIFICATE HOLDER

County of Hildago
100 East Cano, 2nd Floor
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-42565 **Purchasing Department 18. D. 1.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted By: Rocio Villarreal,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to contract with L&G Engineering, (article 14) to C-13-333-12-03, a request for approval by engineer to permit the subcontracting of R.O.W. Surveying Services, LLC in connection with "Shary Road (FM 494) Project."

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

WA#1 already approved and funded. This item is pursuant to notice required by project engineer in engaging sub-contractor.

Attachments

Letter from L&G Engineering

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/09/2014 09:07 AM
Budget & Management	Debbie Tamez	01/09/2014 10:16 AM
Glinda Pacheco	Glinda Pacheco	01/09/2014 04:02 PM
Auditor's Office	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Rocio Villarreal Started On: 01/08/2014 04:21 PM

Final Approval Date: 01/17/2014

L&G Engineering
Transportation Consultants

December 30, 2013

The Honorable Joe Flores
Hidalgo County Precinct No. 3
724 N. Breyfogle
Mission, Texas 78572

RE: Subcontracting Notice for Shary Road (FM 494) Project
Work Authorization No. 1
Limits: from FM 1924 (Mile 3) to SH 107

Dear Commissioner Palacios:

We would like to inform you of the subcontractor that we will be using on the Shary Road (FM 494) Project (from FM FM 1924 (Mile 3) to SH 107). This subcontractor will be providing professional Surveying Services (see attached proposal) for this project.

Subcontractor:

Surveying Services:
Mr. Julio Cerda, P.E.
R.O.W. Surveying Services, LLC.
900 S. Stewart Rd. Ste. 11
Mission, Texas 78572
Phone (956) 451-2670

Should you have any questions, please feel free to give me a call at 956-565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/Project Manager

cc: Hidalgo County Auditor's Office

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

R. O. W. SURVEYING SERVICES

November 15, 2013

Mr. Jacinto Garza, P.E.
L&G Engineering
Transportation Consultants
Attn: Ricardo Gallaga, P.E.
2100 W. Expressway 83
Mercedes, Texas 78570

Proposal: **Proposal FNC 150**
Shary Rd. Widening Reconstruction Project
Limits: Mile 5 to SH 107

Dear Mr. Garza:

Thank you for your consideration for the Surveying Services from ROWSS for the above mentioned project. The attached is EXHIBIT B Services to be provided by Surveyor, EXHIBIT C Work Schedule, and EXHIBIT D Surveying Fee Schedule.

If you have any questions or need additional information, please contact me at 956-451-2670.

Sincerely,

Julio Cerda, P.E.

cc: Drew A. Mawyer, RPLS, R.O.W. Surveying Services

EXHIBIT "D-2"
FEE SCHEDULE

	A	B	C	D	E	F	G	H	I	J
1	Highway: Shary Road Widening Reconstruction Project					R.O.W. Surveying Services, LLC				
2	County: Hidalgo County, Texas									
3	From: 5 Mile Rd. to SH 107									
4	Description of Work: Design Survey									
5										
6	TASK AND DESCRIPTION	Survey		Survey	4-man	3-man	2-man	Admin/	Total	Cost
7		PM	RPLS	Technician	Survey Crew	Survey Crew	Survey Crew	Clerical	Hours	
8	HOURLY RATE	$124.00	$125.00	$82.00	$175.00	$155.00	$130.00	$50.00		
9	PHASE 1 - FC 150 Field Surveying (Control Hz & Vt)									
10	A. Primary Project Control									
11	a. Establish Primary Control	4	0	8	0	36	0	0	48	$ 6,732.00
12	B. Secondary Project Control							0		
13	a. Set additional secondary control points as needed	4	3	6	0	20	0	0	33	$ 4,463.00
14	b. Horizontal values established with RTK or VRS	0	2	4	0	0	10	0	16	$ 1,878.00
15	c. Vertical values established with digital level	2	4	8	0	0	24	0	38	$ 4,524.00
16	C. Setting Benchmarks									
17	a. Setting Benchmarks @ 1000'(ft) intervals	2	0	0	0	30	0	0	32	$ 4,898.00
18	D. Boundary recovery establishing apparent R.O.W.	4	24	8	0	16	8	0	60	$ 7,672.00
19	Subtotal Hours	16	33	34	0	102	42	0	227	
20	Subtotal Cost - Phase 1	$1,984.00	$4,125.00	$2,788.00	$0.00	$15,810.00	$5,460.00	$0.00		$30,167.00
21	PHASE 2 - DTM Topography and Cross sections									
22	A. Topographic & Crossections	8	0	48	0	80	0	0	136	$ 17,328.00
23	B. Locate Visible Utilities	8	0	16	0	24	0	0	48	$ 6,024.00
24	C. Under ground Utilities 800 DIG TESS	6	0	10	0	16	0	0	32	$ 4,044.00
25	D. Paint Proposed Centerline on Existing Pavement	2	0	6	0	16	0	0	24	$ 3,220.00
26	E. Profile and Cross section Intersecting Streets	2	0	8	0	16	0	0	26	$ 3,384.00
27	F. Irrigation Crossings	4	0	8	0	16	0	0	28	$ 3,632.00
28	G. Details of Existing Storm Drain	2	0	4	0	8	0	0	14	$ 1,816.00
29	C. Cross Culverts, Driveway Culverts, Inverts	2	0	8	0	16	0	0	26	$ 3,384.00
30	I. Outfalls	4	0	8	0	16	0	0	28	$ 3,632.00
31	J. Driveways and Turnouts	1	0	6	0	8	0	0	15	$ 1,856.00
32	K. Bridge Widening Detail	2	0	8	0	16	0	0	26	$ 3,384.00
33	Subtotal Hours	41	0	130	0	232	0	0	403	
34	Subtotal Cost - Phase 2	$5,084.00	$0.00	$10,660.00	$0.00	$35,960.00	$0.00	$0.00		$ 51,704.00
35	PHASE 3 - FINAL REPORT & DELIVERABLES									
36	A. CADD file (2D & 3D) for limits of project	36	0	24	0	0	0	4	64	$ 6,632.00
37	B. Final Report and Deliverables	48	0	0	0	0	0	8	56	$ 6,352.00
38	Subtotal Hours	84	0	24	0	0	0	12	120	
39	Subtotal Cost - Phase 3	$10,416.00	$0.00	$1,968.00	$0.00	$0.00	$0.00	$600.00		$ 12,984.00
40	PROJECT MANAGEMENT & OVERSIGHT									
41	A. Meeting & Coordination w/ Engineers	56		0	0	0	0	2	58	$ 7,044.00
42	B. QC/QA Survey	48	0	0	0	0	0	0	48	$ 5,952.00
43	Subtotal Hours	104	0	0	0	0	0	2	106	
44	Subtotal Cost - PM & Oversight	$12,896.00	$0.00	$0.00	$0.00	$0.00	$0.00	$100.00		$ 12,996.00
45										
46										
47	Total Fee FC 150	$30,380.00	$4,125.00	$15,416.00	$0.00	$51,770.00	$5,460.00	$700.00	856	$107,851.00
48										

EXHIBIT "C"

Work Schedule

Shary Rd. Widening Reconstruction

TASK AND DESCRIPTION	FIRM	2013					2014				
		AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
Phase I: Field Surveying (Control Hz & Vt)											
A. Primary and Secondary Control	**ROWSS**										
B. Setting Benchmarks	**ROWSS**										
Phase II: DTM Topography and Cross Sections											
A. Topography & X-Sections	**ROWSS**										
B. Utilities, Irrigation Crossings, Outfalls, Driveways, etc.	**ROWSS**										
Phase III: Final Report and Deliverables											
A. Final Report and Deliverables	**ROWSS**										

AI-42589 **Purchasing Department 18. E. 1.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Sealed Quotes (RFSQ) title Hidalgo County-Turnkey Burial Services Including Cemetery Plots for Unidentified Pauper Remains" RFSQ 2014-036-01-15-YZV.

BACKGROUND

Awarded Vendor: Mid Valley Cemetery, Inc. dba/ Val Verde memorial Gardens

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-444-00-240-002-0-345

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

BUDGETARY IMPACT:

Funds available as of 1/16/14.

Attachments

C-14-036-Mid Valley Cemetery dba/ValVerde Memorial Gardens

TAB Sheet-Participation Log

Legals approval of Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/16/2014 10:13 AM
Budget & Management	Debbie Tamez	01/16/2014 10:38 AM
Glinda Pacheco	Glinda Pacheco	01/16/2014 02:53 PM
Auditor's Office	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Yolanda Velasquez Started On: 01/09/2014 11:58 AM

Final Approval Date: 01/17/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-036-01-21

THIS CONTRACT is made and entered into this **21st** day of **January** by and between the **County of Hidalgo, Texas** ("County"), and **Mid Valley Cemetery, Inc. dba/Val Verde Memorial Gardens**("Company").

WHEREAS, Company responded to advertised notices for bids for **"Turnkey Burial Services Including Cemetery Plots for Unidentified Pauper Remains"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" ("The RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the RFB, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for **"Turnkey Burial Services Including Cemetery Plots for Unidentified Pauper Remains"**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB

within **Hidalgo County** following a request for Services by the **Health and Human Services Department Officer** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **January 21, 2014** and ending on **January 22, 2015** and may be extended a the sole discretion of the County for an additional one (1) year term, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates terms and conditions due.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the

coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

to County:	The County of Hidalgo Attn: County Judge 302 West University Drive Edinburg, Texas 78539
If to Company	Mid Valley Cemetery, Inc. dba/Val Verde Memorial Gardens P. O. Box 671 Donna, Texas 78537

13. In case any one or more of the provisions contained in this Agreement shall for any

reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County without cause upon thirty (30) days written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann '271.903 (Vernon Supp. 1996)

WITNESS our hands in duplicate originals this_____ day of_____, **2014.**

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain, Attorney

EXHIBIT “A”

REQUEST FOR SEALED QUOTE

PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

January 10, 2014

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Seals Quotes -**"Turnkey Burial Services Including Cemetery Plots for Unidentified Pauper"**
RFSQ No: 2014-036-01-15-YZV

Dear Gentleman/Ladies:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Sealed Quotes process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

Enclosures

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

REQUEST FOR SEALED QUOTES (RFSQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"TURNKEY BURIAL SERIVDES INCLUDING CEMETERY PLOT FOR UNIDENTIFIED PAUPER REMAINS"
RFSQ NO: 2014-036-01-15-YZV

Item	Description	No. of Pages
1.	Request for Sealed Quotes Letter	1
2.	Request for Sealed Quotes, Legal Notice	7
3.	Exhibit A, Specifications/Requirements	3
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	8

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Yolanda Velasquez, Buyer III

January 10, 2014
Date

RFSQ No: 2014-036-01-15	Buyer: Yolanda Velasquez	Tel. No: (956) 318-2626 Ext. 4881

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY

"Turnkey Burial Services Including Cemetery Plots for Unidentified Pauper"

RFSQ OPENING DATE:

JANUARY 15, 2014 @ 10:00 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed quotes will be received for **"- HIDALGO COUNTY- TURNKEY BURIAL SERVICES INCLUDING CEMETARY PLOT FOR UNIDENTIFIED PAUPER REMAINS"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFSQ.

2. All RSFQs are required with the Participants name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFSQ NO. 2014-036-01-15-YZV- HIDALGO COUNTY- TURNKEY BURIAL SERVICES INCLUDING CEMETARY PLOT FOR UNIDENTIFIED PAUPER REMAINS"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address: 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 10:00 a.m. Wednesday, January 15, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFSQs 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 RFSQ NO.: 2014-036-01-15-YZV.

   Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all RFSQs and re-advertise.

5. **For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.**

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQs including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQ.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Sealed Quotes. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (if applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful Participant
  b) Name and address of receiving department or official
  c) Purchase Order Number and contract number (if any)
  d) Notation-**"HIDALGO COUNTY TURNKEY BURIAL SERVICES INCLUDING CEMETARY PLOT FOR UNIDENTIFIED PAUPER REMAINS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract Number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Health and Human Services
Attn: Dairen Sarmiento
1304 South 25th
Edinburg, Texas 78539
TEL: (956) 383-6221

17. **SCHEDULE OF EVENTS**

RFSQ Opening 10:00 A.M.	**January 15, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. ~~BID OR PERFORMANCE BOND; PAYMENT UNDER CONTRACT (IF APPLICABLE FOR PUBLIC WORKS PROJECTS):~~

- ~~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 bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request

for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

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

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or RFSQ awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. RFSQs, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful Participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful participant, or of any agent, employee, subcontractor or supplier of successful participant in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful participant shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful participant's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful participant.

28. Successful participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Sealed Quote shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Request for Seal Quote
for
HIDALGO COUNTY
"TURNKEY BURIAL SERVICES INCLUDING CEMETARY PLOT FOR UNIDENTIFIED PAUPER REMAINS"

To: Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

HIDALGO COUNTY
"TURNKEY BURIAL SERVICES INCLUDING CEMETERY PLOTS FOR PAUPERS"
RFSQ NO: 2014-036-01-15-YZV

PROJECT OVERVIEW:
Hidalgo County is requesting sealed quotes for contract for the *"Turnkey Burial Services Including Cemetery Plots for Pauper Remains"* with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying quote. "ALL BURIAL SERVICES" WILL BE ON **"AN AS NEEDED BASIS ONLY",** but in no event to exceed the $50,000.00 (per year) statutory bid limit including, but not limited to the following:

GENERAL REQUIREMENTS:
The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal to or better. Any Request For Sealed Quotes (RFSQ) that does not meet the minimum requirements and/or specifications will be rejected.

SPECIFICATIONS:
Hidalgo County currently has the immediate need to bury the unidentified bodies within a two (2) week turn around period. **Hidalgo County requests that bidders submit bid amounts on a per Turnkey Burial which should include: Cemetery Plot with Opening/Closing costs of Plot and Concrete Liner (if applicable).**

1. Hidalgo County seeks participation from vendors that are properly licensed, registered or otherwise authorized to conduct and render the services specified and detailed herein.

2. Bidders may be required to provide copies of licenses, registrations and certifications required by laws to conduct such services with the bid.

3. The selected bidder shall be required to comply with all rules and regulations set forth by the State of Texas pertaining to the governance of burials and cemeteries including, but not limited to, the location of the plot, depth of each grave (based on the type of container), keeping records of the interment, preparation of the decedent's body for burial, etc.

   Bidders are required to submit a map showing the proposed plots contained within the cemetery boundaries with specific numbers assigned to each plot.

   A bidder may not adopt or enforce a rule that prohibits internment because of race, color or natural origin of decedent.

   Please provide a written description of the property location and condition. Vendor must be compliant in the maintenance of the cemetery.

4. Cemetery must be located within Hidalgo County.

5. Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.

6. Burial shall be in a grave provided by the cemetery. Contractor is required to open and close the grave as appropriate.

7. The entire burial procedure, from time the body is taken in charge by the contractor, until the grave is covered and completed, shall be subject to inspection at any or all times by the County.

8. Any religious services held (if any) shall be at no additional cost to the County.

9. No burial shall be performed unless the funeral director of the Contractor, caretaker of the cemetery or his designated representative is present at all times during the burial.

10. All adults, children and infants will be buried in single burial plots. If cemetery regulations allow, adults may be placed in multiple burial plots of three (3) to a plot. The top of the coffin shall be not less than eighteen (18) inches (or to conform to current Texas Law) below the natural surface of the ground after burial. The mound shall be properly and systematically smoothed off with the surface of the ground (no mounding).
Perpetual care is not required.

TERMS AND CONDITIONS:

1. The term of the contract is for a period of one (1) year with the County's option to renew for an additional year under the same rates, terms and conditions. Hidalgo County reserves the right to extend the bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the delay award of the new bid for next contract term.

2. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

3. Evaluation of bids: All bids shall be evaluated on all factors including but not limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.

4. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty day's (30) written notice prior to cancellation.

5. Hidalgo County reserves the right to accept or reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to the County.

6. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit “C” for limits).

ADDITIONAL INFORMATION:

Further information regarding this project can be addressed to the Hidalgo County Purchasing Department. Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding this RFB be addressed to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, at 2812 S. Business 281 (Administration Bldg.)-Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via email: yolanda.velasquez@co.hidalgo.tx.us or via facsimile (956) 318-2629 no later than, Monday**, January 13, 2014** at 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile or email by no later than 5:00 p.m. Tuesday, **January 14, 2014.**

EXHIBIT "B"

HIDALGO COUNTY

"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"

RFSQ No 2014-036-01-15-YZV

COMMODITY CODE: 95214 for internal use only"

All Burial Services will be on "as needed basis only"

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

DESCRIPTION : TURNKEY BURIAL SERVICES PER BODY	UNIT PRICE
To include Cemetery Plot with Opening/Closing Cost of Plot and Concrete Liner (if applicable)	**$**

Are you currently registered with the Funeral Services Commission in the State of Texas? **Yes** ☐ **No** ☐

If Yes, state how many years?_____.

If No, briefly give an explanation:_____

_____

BIDDER/COMPANY NAME: _____

ADDRESS:_____

CITY/STATE/ZIP CODE: _____

PHONE №: _____ **FAX №:**_____

CELLULAR №:_____**Email:**_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Revised 03/11/11

ACORD	**CERTIFICATE OF INSURANCE**	DATE (MM/DD/YY)
PRODUCER	**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**	
	INSURERS AFFORDING COVERAGE	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS FORM MUST ACCOMPANY BID PACKET)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds (if applicable): _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

(THIS FORM MUST ACCOMPANY BID PACKET)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____Disadvantaged Business (At Least 51% Ownership)

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP or RFQ is to be subcontracted with Certified HUB sources? : _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-036-00-00

THIS CONTRACT is made and entered into this ____day of _____by and between the **County of Hidalgo, Texas** ("County"), and _____ _____(“Company").

WHEREAS, Company responded to advertised notices for bids for **“Turnkey Burial Services Including Cemetery Plots for Unidentified Pauper Remains”** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" (“The RFB”) and Exhibit “B” respectively, and incorporated herein for all purposes (the “Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the RFB, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for **“Turnkey Burial Services Including Cemetery Plots for Unidentified Pauper Remains”**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB

DRAFT

within **Hidalgo County** following a request for Services by the **Health and Human Services Department Officer** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____ **and** ending on _____ and may be extended a the sole discretion of the County for an additional one (1) year term, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates terms and conditions due.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the

coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

to County: The County of Hidalgo
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company _____
_____.
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County without cause upon thirty (30) days written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann '271.903 (Vernon Supp. 1996)

DRAFT

WITNESS our hands in duplicate originals this_____ day of_____, **2014.**

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain, Attorney

DRAFT

EXHIBIT “A”

REQUEST FOR SEALED QUOTE

PROCUREMENT PACKET

DRAFT

EXHIBIT “B”

SEALED QUOTE PAGE

DRAFT

EXHIBIT “C”
INSURANCE REQUIREMENTS

DRAFT

EXHIBIT “B”

SEALED QUOTE PAGE

EXHIBIT "B"
HIDALGO COUNTY
"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"
RFSQ No 2014-036-01-15-YZV

COMMODITY CODE: 95214 for internal use only"

All Burial Services will be on "as needed basis only"

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

DESCRIPTION : TURNKEY BURIAL SERVICES PER BODY	UNIT PRICE
To include Cemetery Plot with Opening/Closing Cost of Plot and Concrete Liner (if applicable)	$ 1,600.00

Are you currently registered with the Funeral Services Commission in the State of Texas? **Yes** XXX **No** ☐

If Yes, state how many years? 22.

If No, briefly give an explanation: N / A

BIDDER/COMPANY NAME: Mid Valley Cemetery, Inc. dba Val Verde Memorial Gardens

ADDRESS: 6200 N. Val Verde Rd., P.O. Box 671

CITY/STATE/ZIP CODE: Donna, Texas 78537

PHONE №: 956-464-6060 **FAX №:** 956-464-6284

CELLULAR №: **Email:** valverdememgrdn@aol.com

AUTHORIZED SIGNATURE: Danny R Mills

PRINTED NAME: Danny R. Mills

TITLE: President

EXHIBIT “C”
INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

ZSB
R054

DATE (MM/DD/YYYY)
1/13/2014

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 ADDITIONAL INSURED, 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:	
WILLIS OF TEXAS INC/PHS 810215 P:(888) 474-5987 F:(877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	PHONE (A/C, No, Ext): (888) 474-5987	FAX (A/C, No): (877) 905-0457
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Hartford Lloyd's Ins Co	
INSURED	INSURER B:	
MID-VALLEY CEMETERIES INC DBA VAL VERDE MEMORIAL GARDENS PO BOX 671 DONNA TX 78537	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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	X		65 SBA TC6986	02/06/2014	02/06/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
	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)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			65 SBA TC6986	02/06/2014	02/06/2015	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE- EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Those usual to the Insured's Operations. The certificate holder is an additional insured per The Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPARTMENT
28112 SOUTH HIGHWAY BUSINESS 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jac Maillon

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

ZSB
R054

DATE (MM/DD/YYYY)
1/13/2014

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.

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PRODUCER	CONTACT NAME:	
WILLIS OF TEXAS INC/PHS 810215 P:(888) 474-5987 F:(877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	PHONE (A/C, No, Ext): (888) 474-5987	FAX (A/C, No): (877) 905-0457
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Lloyd's Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
MID-VALLEY CEMETERIES INC DBA VAL VERDE MEMORIAL GARDENS
PO BOX 671
DONNA TX 78537

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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	X		65 SBA TC6986	02/06/2013	02/06/2014	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 $300,000 $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)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			65 SBA TC6986	02/06/2013	02/06/2014	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE- EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Those usual to the Insured's Operations. The certificate holder is an additional insured per The Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPARTMENT
28112 SOUTH HIGHWAY BUSINESS 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marc Maillon

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/13/2014

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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 Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Texas Mutual Insurance Company — 22945
INSURED Mid-Valley Cemeteries Inc DBA Val Verde Memorial Gardens P O Box 671 Donna, TX 78537	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W173805 **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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001136126	09/25/2013	09/25/2014	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							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 Purchasing Department
28112 S Highway Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID:2245614 BATCH:Batch #: 21754

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: JANUARY 15, 2014	**BID OPENING TIME: 10:00** A.M.

DESCRIPTION OF RFSQ: "TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED (JOHN/JANE DOE'S) PAUPER REMAINS"

RFSQ NO: 2014-036-01-15-YZV	**BUYER:** Yolanda Velasquez

BID №	NAME OF COMPANY	TOTAL PRICE FOR TURNKEY BURIAL SERVICES PER BODY
#1	**MID VALLEY CEMETERY, INC dba/VAL VERDE MEMORIAL GARDENS, DONNA, TEXAS**	**$1,600.00**
#2		
#3		
#4		
#5		
#6		
#7		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

RFSQ OPENING DATE: JANUARY 15, 2014 OPENING TIME: 10:00 A.M.

DEPARTMENT/BID DESCRIPTION:"TURNKEY BURIAL SERVICES INCLUDING CEMETERY PLOTS FOR UNIDENTIFIED PAUPER REMAINS"-
HIDALGO COUNTY RFSQ NO.: 2014-036-01-15-YZV

NAME OF VENDOR: COMPANY/FIRM	RFSQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1Lord & I Cemetery, INC John David Santos	BLM	Jds21@hotmail.com	01/10/14	1203 E. Goodwin Rd. Palmview, TX 78572 Tel: 956-424-1280 Cell:533-4414
2. Memorial Funeral Home Leon DeLeon/Veronica	BLM	memfuneral@aol.com	01/10/14	208 East Canton Edinburg, Texas 78539
3La Piedad Cemetery Jose	BLM	lapiedadcemeterio@sbcglobal.net	01/10/14	1801 Wichita Avenue McAllen, Texas 78502 Tel: 956-686-1281
4.Val Verde Memorial Gardens Danny Mills/Esperanza	BLM	valverdememgrdn@aol.com	01/10/14	P. O. Box 671 Donna, Texas 78537 Tel: 956-464-6060
5. Valley Memorial Gardens Brenda Orneles	BLM/ EMAIL	Brenda.orneles@sci-us.com	01/10/14	3605 N. Taylor Rd Mission, Texas 78572 Tel: 956-686-8101
6				
7.				
8.				
11.				
10.				

***VIA:**
BIDDER LIST MAIL OUT (BLM)
IN PERSON (IP) **E-MAIL (EM)** **TELEPHONE REQUEST (TR)**

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Fwd: RFSQ NO 2014-036-01-15-TURNKEY BURIAL SERVICES

From : Cris Ayala <cris.ayala@co.hidalgo.tx.us> Thu, Jan 16, 2014 08:27 AM
Subject : Fwd: RFSQ NO 2014-036-01-15-TURNKEY BURIAL SERVICES
To : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

Ms. Yoli,
I belive this is for you.

Thanks,
Cris

From: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
To: "Cris Villarreal" <cris.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, January 15, 2014 4:51:56 PM
Subject: Fwd: RFSQ NO 2014-036-01-15-TURNKEY BURIAL SERVICES

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852
Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

From: "Steve Crain" <scrain@atlashall.com>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Wednesday, January 15, 2014 4:46:52 PM
Subject: RE: RFSQ NO 2014-036-01-15-TURNKEY BURIAL SERVICES

The contract is OK

From: Darlene H. Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Wednesday, January 15, 2014 2:04 PM
To: Stephen L. Crain
Cc: Yolanda Velasquez
Subject: Fwd: RFSQ NO 2014-036-01-15-TURNKEY BURIAL SERVICES

Good Afternoon Mr. Crain

Attached you will find an agreement for your review,comments and approval for the above-referenced project

Should you have any questions related to this matter, do not hesitate to contact me. Thank you

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852
Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>

To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Wednesday, January 15, 2014 2:00:26 PM
Subject: RFSQ NO 2014-036-01-15-TURNKEY BURIAL SERVICES

PLEASE FORWARD TO LEGAL FOR REVIEW AS TO FORM.

Thanks

Yoli

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, January 15, 2014 10:34:10 AM
Subject: Re: RFSQ NO 2014-036-01-15-TURNKEY BURIAL SERVICES

Good morning,

Please forward to legal for review as to form. I have a AI 42589 on for CC next week.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

--

Cris *Ayala*
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph.: (956) 318-2626 or (956) 292-7000 Ext. 4867
Fax: (956) 292-7612
email: cris.ayala@co.hidalgo.tx.us

AI-42702 **Purchasing Department 18. F. 1.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted For: Martha Salazar, CPPB, Purchasing Agent **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the amended contract (CC approved-12/20/13-AI#42343) with Dr. Norma Jean Farley, MD/forensic pathologist for the provision of autopsies & related services as developed by District Attorney's Office confirming compliance with such provisions thus allowing the routing for execution of document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 1100-421-00-080-003-0344

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

BUDGETARY IMPACT:

Funds available as of 1/17/14.

Attachments

PREVIOUS AGENDA ITEM

AMENDED CONTRACT

INS

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/16/2014 04:49 PM
Budget & Management	Debbie Tamez	01/16/2014 04:54 PM
Glinda Pacheco	Glinda Pacheco	01/17/2014 01:39 PM
Auditor's Office	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Vangie Garcia Started On: 01/15/2014 04:22 PM

Final Approval Date: 01/17/2014

SPECIAL MEETING - December 20, 2013

BE IT REMEMBERED, that on this 20th day of December A.D., 2013, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

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

3. **AI-42248** Discussion and applicable action on the current RFP No. 2013-289-"Self-Insured Health Care Claims Auditing Services" including, but not limited to the following:
A. Cancellation of current RFP in present form;

Marty informed the Court that there are certain restrictions on the current RFP; therefore, she would like the Courts approval to re-advertise.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

B. Authority to re-advertise project incorporating current provisions imposed by BCBS of Texas and drafting of procurement packet with collaboration from Mr. Gary Looney, Group Health Insurance Consultant, Legal Counsel, Hon. S. Crain, DBM, Exec. Office and Purchasing Dept.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

4. **AI-42338** a. Accept Texas Agri-Life assets purchased thru the Texas A&M System no longer in use and obsolete and to declare as surplus for the purpose of disposition;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

b. Approval of property transfer forms as attached with supporting documentation from Texas A&M System.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

At this time, Commissioner Hector "Tito" Palacios joined the meeting.

5. **AI-42343** A. Approval of order for exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section, 262.024 (a)(4), a professional service;

On motion by COMMISSIONER PCT.4, JOSEPH PALACIOS , seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Acceptance and approval of a negotiated engagement/agreement/contract with Dr. Norma Jean Farley, MD/forensic pathologist for the provision of autopsies & related services as drafted and developed by District Attorney's Office confirming compliance with those provisions set forth in Government Code 2254- 1) on a basis of

demonstrated competence and qualifications to perform the services; and, 2) for a fair and reasonable price (fees permitted by law).

On motion by COMMISSIONER PCT.1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

6. **AI-42059** Acceptance and approval of Interlocal Governmental Agreement by and between Hidalgo County Appraisal District and the County of Hidalgo for YR 2014, in connection with participation in (a) Hidalgo County's "Self-Funded Health Insurance Program, Stop Loss Insurance and Life/AD&D Insurance"; (b) Voluntary Products limited however to Dental and Vision insurance, including execution of document.

Commissioner Joseph Palacios stepped away from the meeting.

On motion by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

7. **AI-41664** Requesting authority to exercise the sixty (60) day grace period extension as provided in the current contract for: "Legal Services to Represent the H. C. Civil Service Commission" for Hidalgo County, under the same rates, terms and conditions with The Espinosa Law Firm E-12-281-11-06 effective January 01, 2014 thru March 01, 2014.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

8. **AI-42368** Presentation for consideration, discussion, acceptance, and approval to amend inter-local agreement (C-05-246-05-03) between City of Edinbug and Hidalgo County for "The Disposal of Non-Hazardous Solid Waste " to reflect the cost of $215.00 per 30 cubic yard bins for the disposal of tires.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

9. **AI-42357** a. Acceptance and approval of "Amendment#4" to the AIA B-141-1997 Standard Form of Agreement with Alcocer Garcia Associates, Inc., for the "Remodel of Existing Old Administration Building (1st and 2nd Floor)," to reflect the revisions of the County Judge's Office to include Emergency Management Office, with an additional cost of service for architectural and mechanical/electrical/plumbing (A&E) fees of $6,170.00;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

b. Acceptance and approval of final plans & specifications for the County Commissioners' Courtroom Chambers and Office Spaces/Suite for Public Relations

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 20th day of December, 2013

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Virginia Jones, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on December 20, 2013.

Signed this 20th day of December 2013

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Virginia Jones, Deputy

APPROVED

AI-42343 **Purchasing Department 22. A. 5.**
CC REGULAR
Meeting Date: 12/20/2013
Submitted For: Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Approval of order for exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section, 262.024 (a)(4), a professional service;

B. Acceptance and approval of a negotiated engagement/agreement/contract with Dr. Norma Jean Farley, MD/forensic pathologist for the provision of autopsies & related services as drafted and developed by District Attorney's Office confirming compliance with those provisions set forth in Government Code 2254- 1) on a basis of demonstrated competence and qualifications to perform the services; and, 2) for a fair and reasonable price (fees permitted by law).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-080-003-0-344
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Funds available as of 12/16/13.

Attachments

262.024
Gov. Code 2254
REVISED

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2013 04:05 PM
Budget & Management	Debbie Tamez	12/13/2013 04:24 PM
Glinda Pacheco	Glinda Pacheco	12/16/2013 11:08 AM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Marty Salazar Started On: 12/13/2013 12:13 PM
Final Approval Date: 12/17/2013

STATE OF TEXAS §

§ **CONTRACT**

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS Agreement, made and entered into this 20th day of December, 2013 by and between **HIDALGO COUNTY, TEXAS** (the "County") **and NORMA JEAN FARLEY, M.D.,** an individual engaged in the practice of medicine and specializing in forensic pathology (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County does not have a medical examiner's office and as such the need exists to contract the services of a pathologist to perform autopsies on an as needed basis;

WHEREAS, the parties recognize that the proper performance of autopsies and the related services requires the supervision and direction of a physician who has the training, experience, and qualifications necessary to practice medicine in the specialty of pathology;

WHEREAS, Contractor was sought by the County to provide turnkey autopsies and related services more particularly described in this Agreement and the "Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County, attached hereto as Exhibit "A"; and the Curriculum Vitae of Norma Jean Farley, M.D., attached hereto as Exhibit "B"; all of which are incorporated by reference herein and made a part of this Agreement;

WHEREAS, Hidalgo County has entered into a service contract with Ceballos Funeral Home, Inc. (RFP No. 2010-243-07-06-YZV) for a facility at which the Contractor may perform autopsies for Hidalgo County, which are not performed in the designated County Morgue Facility;

WHEREAS, County has determined that the proper, orderly and efficient delivery of quality autopsy services, as described in this Agreement and Exhibits A, collectively hereinafter referred to as the "Services" to the County, can be accomplished best by contracting with Contractor;

WHEREAS, County has determined that for proper and efficient operation of the Services, the Contractor will provide on call services 24 hours a day and shall provide autopsy services between 8:00 a.m. and 5:00 p.m., Monday through Friday and will have a pathologist, autopsy technician or other employee to be available for after hours calls from law enforcement, transport service, justices of the peace, and the County District Attorney's office as more fully described in this Agreement and in Exhibit "A" attached herein;

WHEREAS, Contractor is willing to accept the responsibility of providing Services to County in accordance with recognized medical standards, and the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the performance of the Services during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor agrees to provide the following services to the County during the term of this Agreement:

1.1 Autopsies. For purposes of this Agreement, an "autopsy" shall include but not be limited to:

"A post mortem examination of the body of a person, including x-rays (as needed) and an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done." Contractor agrees to use proper professional standards and devote the time necessary to provide the Services on an as needed basis.

1.2 Equipment and Supplies. Contractor shall provide the components necessary to perform an autopsy, including but not limited to providing an X-ray machine, an X-ray developer, reference histology lab services and reference toxicology lab services. Contractor agrees to use proper professional standards and devote such time necessary to provide the Services on an as needed basis. Contractor will also provide the following equipment and supplies for the performance of autopsies:

1. Tissue containers (at contracted facility only)
2. Counter top digital scale (for infants)
3. Formalin (at contracted facility only)
4. Camera, digital
5. Large measuring cups (at contracted facility only)
6. Ladles (small) (at contracted facility only)
7. Tea Strainer
8. Colander
9. Autopsy knives (do not need disposable)
10. Rib cutters (at contracted facility only)
11. Mayo dissecting scissors
12. Autopsy Saws (at contracted facility only)
13. Short scissors
14. Forceps

15. Microscope
16. Histology Laboratory (reference)
17. Toxicology Laboratory (reference)
18. X-ray portable and processor

Any additional equipment and/or supplies necessary to perform the Services identified in this Agreement are the responsibility of the County or Designated Morgue Facility and shall be invoiced separately with supporting documentation showing the need for the additional equipment and supplies, and with prior written approval from the District Attorney's office.

The County has also secured a contract with a third party (RFP No. 2010-243-07-06-YZV) for a facility at which autopsies may be performed. This third party vendor shall be responsible for providing the remaining necessary equipment and supplies to the Contractor for the performance of autopsies not performed at the designated County Morgue Facility.

The equipment and supplies provided by Contractor may change, as necessary and by agreement of the parties, at the time an appropriate County Morgue Facility has been designated.

1.3 Logistics. Contractor will provide personnel, equipment, and supplies necessary to perform autopsy services as more fully described in this Agreement and Exhibits "A", attached herein. **HOWEVER, UPON DESIGNATATION OF THE COUNTY MORGUE FACILITY AT WHICH THE CONTRACTOR WILL PERFORM AUTOPSIES AND SHOULD THE COUNTY ALSO SECURE NECESSARY EQUIPMENT, INSTRUMENTS AND SUPPLIES FOR THE PERFORMANCE OF AUTOPSIES (THROUGH ITS FACILITY VENDOR), THEN THE PARTIES AGREE**

THAT THE AMOUNT OF THIS AGREEMENT SHALL INCLUDE ONLY THE CONTRACTOR'S SERVICES FOR THE PERFORMANCE OF AUTOPSIES AND RELATED SERVICES AND NOT THE COST OF A FACILITY AND/OR EQUIPMENT, AS MORE FULLY DESCRIBED IN THIS AGREEMENT AND EXHIBIT "A", ATTACHED HEREIN, FOR AUTOPSIES AND RELATED SERVICES PERFORMED AT THE DESIGNATED COUNTY MORGUE FACILITY.

1.4 Administration. The Contractor will communicate with the County regarding the administration of autopsies. Notwithstanding anything herein to the contrary, the County will not have or exercise any control over the manner in which the medical duties of the Contractor are performed as would jeopardize the status of the Contractor as an independent contractor.

1.5 Quality of Care. The Contractor will continually work to improve the quality of and maintain a reasonable cost for autopsies furnished on behalf of the County.

1.6 Records. The Contractor shall, at Contractor's expense, keep or cause to be kept in an adequate filing system, accurate and complete records of each autopsy performed. Such records shall be the property of the County. Upon termination of this Agreement, Contractor agrees to deliver to County all records in its possession pertaining to the Services within thirty (30) days.

1.7 Education. Contractor shall attend conferences and meetings at her own expense, provided such attendance does not impair the performance of her obligations under this Agreement.

1.8 Availability of Contractor and Commencement of Autopsies. Contractor agrees to provide on call services (24) hours a day and shall provide autopsy

services between 8:00 a.m. and 5:00 p.m., Monday through Friday (except on County holidays) and will have a pathologist, autopsy technician, or other employee to be available for after hours calls from law enforcement, transport service, justices of the peace, and the County District Attorney's office as more fully in this Agreement and in Exhibit "A" attached herein.

1.9 Coverage. Contractor will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate autopsy coverage during any absence. The County shall not unreasonably withhold acceptance of any such arrangements. Contactor shall remain responsible for the Services at all times during the term of this Agreement. However, the parties agree that the Contractor may have a qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for a period exceeding forty-eight (48) hours. **FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED WITHOUT PENALTY.** While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another forensic pathologist other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, upon reasonable determination by the District Attorney, shall result in the County having sole discretion to terminate this agreement effective immediately.

1.10 Method for Providing Service Orders to Contractor. The County shall make all requests for autopsies in writing, either by fax, personal delivery or by documents accompanying the corpse to the autopsy facility.

1.11 Criminal Proceedings. Contractor agrees to testify at the County's request, when necessary, in all criminal proceedings involving homicides and where an

autopsy has been performed by the Contractor, or criminal proceeding involving homicides where an autopsy was not performed but materials were reviewed by the Contractor, as required by subpoena, including but not limited to inquest hearings, trials and other judicial processes. Contractor shall also submit to the Hidalgo County District Attorney's Office, written reports including but not limited to all findings from the completed autopsy and all laboratory results. All reports, findings and results shall be submitted no later than thirty (30) business days after an autopsy and all ancillary tests are completed (i.e. toxicology, neuropathology, ballistics, DNA, sexual assault kit, etc.), with preliminary findings to be submitted to the Hidalgo County District Attorney's office or requesting agency within five (5) business days after the performance of an autopsy and/or by agreement of the parties.

1.12 Ethics. Contractor shall insure that in performing services under this Agreement, that all work shall be performed using best and most diligent efforts and professional skills and shall render care in accordance with and in a manner consistent with the highest standards of the specialty of forensic pathology and that all conduct shall be in a manner consistent with the principles of medical ethics and of the American Medical Association.

1.13 Certification. The Contractor shall be board certified in Anatomic and Forensic Pathology and/or by the American Board of Pathology and shall be licensed to practice medicine in the State of Texas.

2. INSURANCE COVERAGE

2.1 Professional Liability Insurance. At all times during the term of this Agreement, the Contractor will carry professional liability insurance in the amount of $100,000.00/$300,000.00 at Contractor's expense and will provide general liability insurance covering her activities in providing services for the County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et.

seq., Texas Civil Practice and Remedies Code. The County shall be named as an Additional Insured under the Contractor's liability insurance policy. The Contractor will provide a certificate of insurance to the County evidencing such coverage and will notify the County immediately if any change in coverage occurs for any reason.

2.2. Automobile Insurance. Contractor shall also provide proof of automobile liability insurance coverage with limits of at least $300,000.00/$500,000.00, consistent with potential exposure to County under the Texas Torts Claims Act. Coverage shall include injury or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder.

3. CONTRACTOR'S COVENANTS AND WARRANTIES

3.1. Contractor makes the following representations and warranties to County:

3.2 Licensure. Contractor is duly licensed to practice medicine in the State of Texas and is board eligible or certified in the field of Anatomic and Forensic Pathology.

3.3 Suspension of License. Contactor has not practiced medicine in any state in which her license has ever been suspended or revoked.

3.4 Discipline. Contractor has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

3.5 Malpractice Judgment. There has never been entered against Contractor a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of $10,000.00.

3.6 Settlement. No action based on an allegation of malpractice by Contractor has ever been settled by payment to the plaintiff of an aggregate amount in excess of $10,000.00.

3.7 Membership Denial. Contractor has never been denied membership or re-appointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Contractor have ever been suspended, curtailed, or revoked.

4. OBLIGATIONS OF THE COUNTY

4.1 The County shall be obligated to provide a facility for purposes of allowing Contractor to fulfill her obligations under this Agreement.

4.2 At the time a dedicated County Morgue Facility is established, the County shall provide the available funding to secure necessary personnel and/or staff and equipment as required by this Agreement and described herein and in Exhibit "A".

4.3 Contractor agrees to make serving the County her medical practice priority. Contractor may practice at other institutions and locations when, in the reasonable opinion of the County, such other medical practice does not impair the fulfillment of her obligations under this Agreement or diminish the quality of service received by Hidalgo County. If, in the reasonable opinion of the County, the provision of Services are impaired or diminish due to another medical practice of the Contractor, then the County may unilaterally terminate this Agreement immediately without penalty.

4.4 Delivery of Corpses. The County, through a third party vendor (RFB. 2010-003-09-28-YZV), shall be responsible for the transport and delivery of corpses to the facility where autopsies shall be performed. The transport and/or delivery of the corpses shall not be the responsibility of the Contractor.

5. PARTIES' RELATIONSHIP

5.1 Relationship of the Parties. Contractor, at all times will act as an Independent Contractor providing the Services and will not act or hold herself out to third parties as an employee or agent of County in the provision of the Services under this Agreement. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Contractor shall supply her own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services (as specified in paragraphs 1.2 above) and shall not rely on or require the County to supply any of the above, unless otherwise specified in this Agreement.

6. TAXES AND BENEFITS

6.1 County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractors partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

7. INCURRING FINANCIAL OBLIGATION

7.1 Contractor will incur no financial obligation on behalf of the County without prior written approval of the County. Contractor will be responsible for all personal and

professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

8. OTHER PERSONNEL

8.1 All salaries, wages, taxes, insurance, worker's compensation insurance and other expenses and benefits incidental to the employment of physicians, non-physicians or other personnel by the Contractor will be the responsibility and obligation of the Contractor, until such time as the County designates the County Morgue Facility.

9. CONSULTATION

9.1 Consultation. While this Agreement is in effect, the parties intend that the Contractor shall be the exclusive source of performing the Services for the County. However, the County may allow another pathologist to perform the Services in the event the Contractor is absent or may not be available for a period exceeding forty-eight (48) hours.

10. FEES

10.1 Fees. The Contractor shall be compensated in accordance with the Cost Proposal attached hereto in Exhibit “A”. This fee schedule may be amended only by the mutual written agreement of the Contractor and the County. The Contractor will bill and collect fees only for actual Services performed on behalf of the County in accordance with the specifications. The County will pay Contractor no later than thirty (30) days from the time the County is invoiced for the Services.

11. NON-DISCRIMINATION

11.1 Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing Services under this Agreement or in the selection of physicians or non-physician employees, or independent contractors.

12. REGULATORY REQUIREMENTS

12.1 Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules, regulations and all currently accepted and approved methods and practices of the professional specialty of forensic pathology.

13. INDEMNIFICATION

13.1 THE CONTRACTOR WILL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS AGREEMENT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE CONTRACTOR'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE CONTRACTOR TO THE EXTENT CONTRACTOR'S LIABILITY CARRIER PROVIDES A DEFENSE AND INDEMNITY. UPON WRITTEN NOTICE FROM THE COUNTY, THE CONTRACTOR WILL RESIST AND DEFEND, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION.

THE CONTRACTOR WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED, AS PROVIDED IN PARAGRAPH 2.1 ABOVE.

13.2 To the extent provided for by law, the County will indemnify and hold the Contractor harmless from any and all claims, actions, liability, or expenses (including costs of settlements, judgments, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

14. TERMINATION OF AGREEMENT

14.1 Term. The initial term of this Agreement shall be twenty-four (24) months commencing December 20, 2013, and ending on December 20, 2015.

14.2 Renewal Option. The County shall have the sole option to extend this Agreement for no more than two additional one (1) year terms under the same fees, rates, terms and conditions or as amended by written agreement between the County and the Contractor. County shall provide the Contractor a minimum of sixty (60) days notice of its intent to renew this Agreement for the additional one (1) year terms.

14.3 Termination with Cause.

A. Termination by County. The County may terminate this Agreement immediately upon the occurrence of any of the following events:

(1) To the extent provided under the law, any conduct of the Contractor which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the County.

(2) The failure of Contractor to provide coverage as required by Section 1.8 (Coverage) herein.

(3) The resignation, expulsion, suspension, disciplining of Contractor or the loss of privileges as a forensic pathologist; the loss of Contractor's professional medical licenses; the loss of Contractor's pathologist board certification in the field of forensic pathology; or the loss of or failure to provide evidence of liability insurance, as required by Section 2.1 (Insurance) herein.

(4) The conviction of the Contractor of any crime punishable as a felony involving moral turpitude or immoral conduct.

(5) The death of Contractor or the occurrence of illness or injury reasonably likely to lead to the inability of Contractor to personally perform services under this Agreement for a period in excess of thirty (120) days.

(6) The failure of Contractor immediately to bar any individual from performing services under this Agreement, if such individual does not meet the qualifications required by this Agreement, if such individual commits a material breach of one of the terms of this Agreement, or if one of the events listed in (1) through (4) above occurs with respect to such individual.

(7) In addition, if the Contractor commits a material breach of any of the terms of this Agreement, other than those listed in subsections (1) through (6) above, then the County may terminate this Agreement upon no less than thirty (30) days written notice.

(B). Termination by Contractor. In the event the County breaches any material term of this Agreement, then the Contractor may terminate this Agreement upon no less than thirty (30) days written notice.

14.4 Termination without Cause. The parties may terminate this Agreement without cause upon no less than sixty (60) days written notice.

14.5 Termination by mutual agreement. In the event a Medical Examiner System is established by the County, this Agreement will be terminated.

14.6 Non-Interference. Following the expiration of this Agreement or its termination with or without cause, Contractor shall not interfere with any County contract with any other individual or entity for the provision of the Services.

15. NOTICES

15.1 Notice. Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Contractor:
Norma Jean Farley, M.D.
3100-A S. Bus. Hwy. 281
Edinburg, Texas 78539

If to County:
Ramon Garcia County Judge
100 E. Cano
Edinburg, Texas 78540

16. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN HIDALGO COUNTY, TEXAS.

17. NO IMPLIED WAIVER

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

18. COMMITMENT OF CURRENT REVENUES

18.1 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 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.

19. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

20. ASSIGNABILITY

The Contractor may not assign Contractor's rights or obligations under this Agreement without the County's written consent. Any assignment in violation of this provision shall give the County the right to terminate this Agreement immediately, upon written notice to the Contractor.

21. AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the County and the Contractor.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

23. 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.

24. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

25. AUTHORIZATION FOR AGREEMENT

The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Contractor and County in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES on this the ___ day of _____, 20___.

_____
Norma Jean Farley, M.D.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTESTED

_____
Arturo Guajardo, Jr, County Clerk

Approved as to Form:
Office of Criminal District Attorney

_____
By: Victor M. Garza
Assistant District Attorney-County Affairs

Norma Jean Farley, M.D
Anatomic, Clinical and Forensic Pathologist
200 S. 10th St, Ste. 1105, McAllen, TX 78501
Tel: (956) 682-7938; Fax: 1-866-682-0360

December 20, 2013

Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County at Contracted (Funeral Home) Facility and Designated County Morgue Facility

I. Autopsy cost (with understanding that the morgue will be relocated to Hidalgo County Facility during contract period)

- A. Full autopsy (head and body) - $1,450
- B Partial – $1,100
- C. External examinations – $1,000
- D. Embalmed bodies - $2,250
- E. Exhumed bodies - $3,500
- F. Toxicology Only Cases- Fee from Labs only
- G. Non-human skeletal remains
  1. 1-4 bones – no charge if no report stating non human remains
  2. 5-10 bones - $50
  3. multiple bones with non human skeletal remains report $75
- H. Single body part, small e.g. finger or toe with report - $150 (DNA analysis included)
  1. Sent to University of North Texas, packing, shipping, reviewing DNA report
- I. Single body part large e.g. arm, leg, head with report (not a suspected homicide) - $250
- J. Body part(s) suspected to be a homicide - $1000 with additional body parts recovered later at no additional charge
  1. Includes testimony
- K. Unknown tissue
  1. uncomplicated less than 20lbs with report - $25
  2. complicated less than or greater than 20lbs requiring additional testing with report (human vs nonhuman, sending DNA to University of North Texas, microscopic slides extra) - $150
- L. Chart Review
  1. Non-homicide -$0 - $250 depending on difficulty of case.
  2. Homicide - $500 includes testimony
- M. Autopsy cost includes:
  1. Office manager and Administrator for Valley Forensics
  2. CD of photographs as needed
  3. Transcription costs
  4. Any testimony needed for homicide cases at no charge while under contract.
  5. Locum tenens pathologist as needed (vacation and conference coverage)

N. The cost to provide testimony or review material at the request of Hidalgo County on cases other than homicides or homicides which were not autopsied by Dr. Farley will be billed to the County at a rate of $100/hour. The hourly rate will include preparation, travel, and testimony.

O. Autopsies will be performed at Ceballos Funeral Home until the County facility is operational with the same fees charged when operating at the County facility. All morgue expenses including personnel, on call personnel for the morgue, security, maintenance and supplies are the responsibility of Ceballos Funeral Home except for the supplies currently being provided by Valley Forensics and personnel provided by the county.. Although the administrative office for the forensic pathologist and staff was originally to be located at Ceballos Funeral Home per the original contract with the County, the office has moved to a separate facility due to a lack of available space. Internet, fax, printer and telephone service for the morgue is being supplied by Valley Forensics.

P. Fees will remain in effect when autopsies are performed at the County facility.

II. Fees not included:

A. Histology and Microbiology

B. Toxicology – usually $154.00 to $270.00 per case possibly higher depending on the complexity of the case and decomposition of the body (most forensic cases – homicides, excited delirium cases, overdoses, some motor vehicle accidents, etc.). Urine drug screens will be performed when necessary.

C. X-rays. - $50 per X-ray (maximum charge of $300)
   1. Will be performed at the facility using Valley Forensic equipment.
   2. X-rays are performed on every gunshot wound case, stab wound case, skeletonized case (looking for bullets etc), decomposed body, airplane crash victims and infant/small children (to identify fractures).

D. Sexual Assault Kit - $50 to complete a sexual assault kit when not warranted (e.g. decomposed, other), $25 if warranted and County/investigative agency supplies kit,$50 if warranted if Valley Forensics provides the kit, $75 if not warranted and Valley Forensics supplies the kit.

E. DNA testing only when needed - usually homicides/decomposed bodies and only when no dental identification or other identification is present (tattoo identification). These cases will be discussed with the Justice of the Peace/District Attorneys Office prior to testing.

F. Expert consultation:
   1. Neuropathology on infant/child homicide cases with blunt head trauma requiring diffuse axonal injury stains – only a few cases a year .cost determined by Neuropathologist.
   2. Eye pathology – retinal hemorrhage analysis – only if approved by District Attorney after consultation. Cost depends on laboratory used.
   3. Dental Odontology – bite mark analysis. Only if approved by the District Attorney.

G. Physical evidence and ballistics.
   1. Collected at the time of autopsy and released to investigating agency (CD of photographs at no charge).

2. Bullets will be released to investigating agency.

H. Prints of photographs – $25.00 to be paid by the requesting agency (CD of photographs at no charge).

I. Laboratory analysis when necessary (vitreous chemistry needed on a few infants a year with dehydration or heat stroke victims), vitreous glucose on cases of diabetic ketoacidosis, microbiology – all infants suspected of SIDS, H1N1 cases, infectious disease.

III. Additional fees associated with County Autopsy Facility

A. All morgue expenses are the responsibility of Hidalgo County including but not limited to:

1. Autopsy technicians
2. On call personnel for the morgue to answer telephone calls after hours only if the proposed working hours and emergency contact number after hours are not accepted by the County (M-F, 8am-5pm).
3. Security for the building (monitored access), maintenance, medical waste and supplies
4. All utilities for the building and IT assistance to include internet service and telephone service.

IV. The above cost proposal is with the understanding that the current Justice of the Peace system will continue and does not reflect fees or staffing necessary to support a Medical Examiner's system. The above cost proposal is intended for Hidalgo County with no agreement to supply services for other counties.

_____

Norma Jean Farley, M.D.

NORMA JEAN FARLEY, M.D.
CURRICULUM VITAE

Business Address & Telephone
Valley Forensics, P.L.L.C.
200 South 10th St., Suite 1105
McAllen, TX 78501

EDUCATION

07/98-06/99	**Bexar County Forensic Science Center** 7337 Louis Pasteur San Antonio, TX 78229-4565 Assistant Medical Examiner
07/94-06/98	**University of Texas Health Science Center** San Antonio, TX Combined AP/CP Residency Residency Director: Larry Fowler, M.D. Chief Resident - 1997-1998
08/90-05/94	**University of Texas Health Science Center** San Antonio, TX College of Medicine Degree: M.D.
01/85-08/86	**Stephen F. Austin State University** Nacogdoches, TX B.S. in biology and Secondary Education
08/81-12/83	**San Jacinto College** Pasadena, TX Associate in Arts

CERTIFICATIONS AND LICENSES

The American Board of Pathology: Certified in Combined Anatomic and Clinical Pathology and Forensic Pathology.

United States Medical Licensing Exam: Passed: Step 1, 2, 3.

State License: Texas.

EMPLOYMENT

3/07-present	**Valley Forensics (Autopsy Service and Expert Testimony)** **Chief Forensic Pathologist, Hidalgo and Cameron Counties** 200 S. 10th Street, Suite 1105, McAllen, TX
7/04-3/07	**Pathology Laboratory** Forensic Pathologist Valley Baptist Medical Center 2101 Pease Street, Harlingen, TX
7/03-7/04	**Bexar County Medical Examiner's Office** Medical Examiner 7337 Louis Pasteur, San Antonio, TX
1/00-7/03	**AmeriPath South Texas** 301 South Frio Street, San Antonio, TX Anatomic, Clinical and Forensic Pathologist Director of Autopsy Services, Medical Director
11/99-1/00	**Deputy Medical Examiner (part-time position)** Travis County Forensic Center 1213 Sabine Street, Austin, TX 78767
6/99-1/00	**Sedgwick County Regional Forensic Science Center** 1109 N. Minneapolis Wichita, KS 67214 **Deputy Chief Coroner-Medical Examiner** **Interim District Chief Coroner-Medical Examiner** 9/99-1/00
2/89-8/90	**Research Assistant** University of Texas Medical School, Houston, TX Dept. of Pathology, Steven Norris, Ph.D. Research in Treponema pallidum, DNA sequencing, tissue culture, MICs and MBCs of cephalosporins, quinolones, and other compounds. Laboratory mapped DNA of T. pallidum (Science 7/98)
1/87-1/89	**Research Technician** Texas A&M University, College Station, TX Dept. of Pathology, John Kochevar, M.D. Research in Renal Cell Carcinoma and Malignant Melanoma.

PROFESSIONAL AFFILIATIONS

1994-Present	American Society of Clinical Pathologists
1996-Present	College of American Pathologists
2008-Present	National Association of Medical Examiners
2008-Present	Associate Professor, University of Texas Medical School at San Antonio, Department of Pathology.
2005-Present	Cameron County Medical Society
1990-Present	American (& Texas) Medical Association

Guest Speaker/Instructor

Strangulation, 1st Annual Conference on Violence Against Women Behind Closed Doors, Brownsville Convention Center, April 28, 2010

Fatal Abuse in Infancy and Childhood, *13th Annual Trauma Symposium Levels of Life, South Padre Island, March 25th, 2010.*
University of Texas Pan American Conference on Child Sexual Abuse: Assessment and Intervention", May 12, 2008.

2007 Forensic Symposium, Seminar in Forensic Sciences, Fatal Abuse in Infancy and Childhood, Sudden Infant Death Syndrome, Death Investigation, Gunshot Wounds, In Custody Deaths, and Postmortem Interval, South Texas College, Weslaco, TX, Dec. 5, 2007.

Sudden Infant Death Syndrome and Shaken Baby Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 3, 2006.

Sudden Infant Death Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 5, 2005 and Valley Baptist Health System, Jan. 24, 2006.

Death Investigation and Toxicology Related Deaths, Advanced Toxicology Program, University of Texas Health Science Center, San Antonio, TX, Oct. 2004; Valley Baptist Health System, Jan. 25, 2005; The Science Academy of South Texas, Mercedes, TX, June, 2007

Fatal Abuse in Infancy and Childhood, Child Abuse Seminar, Brownsville, TX, October 2000 and Bexar County Medical Examiner's Office, San Antonio, TX, August 2003.

Natural Deaths and Deaths Due to Drug Overdose, Wichita State University, Guest Speaker (10/99), Wichita, KS.

Lectures - *Urinalysis and Serum Protein Electrophoresis,* University of Texas Health Science Center, Pathology Didactic Course, 1997-1998 San Antonio, TX.

HONORS, AWARDS AND COMMITTEES

Texas Forensic Science Commission (Governor appointed), 9/09.

Board of Editors, American Journal of Forensic Medicine and Pathology, 10/09.

Child Fatality Review, Bexar and Hidalgo Counties, 2003-2009.

Mass Disaster Planning Committee, Bexar County 2002-2003.

Texas Society of Pathologists, First Place Podium Competition, 2/98.
Texas Medical Association, Second Place Poster Award, 4/98.
Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value of Flow Cytometry and Cytogenetics in the Diagnosis of AML, FAB M_4 and M_5.*

University of Texas Health Science Center, San Antonio, TX, Department of Pathology, Chief Resident (1997-98)

American Society of Clinical Pathologists and College of American Pathologists: Resident Liaison and Delegate (1995-1998)

PRESENTATIONS AND PUBLICATIONS

A death due to subinvolution of the uteroplacental arteries. A Case Report and Literature Review, American Academy of Forensic Science Platform Presentation, Annual Meeting, 2/2010. Accepted for publication - Journal of Forensic Sciences.

Where's the Shaking? Review of blunt head trauma cases involving infants and children: National Association of Medical Examiners, 40th Annual Meeting, San Antonio, TX, Oct. 14, 2006

Kunsman GW, Kunsman DM, Presses CL, Garavaglia JC, **Farley NJ.** *A mixed-drug intoxication involving venlafaxine and verapamil.* J Forensic Sci. 2000 Jul; 45(4): 926-8.

Tan D, Manchester LC, Reit5er RJ, Qi W, Hanes MA, **Farley NJ.** *High physiological levels of melatonin in the bile of mammals.* Life Sci. 1999 Oct 29; 65(23): 2523-9.

Farley, NJ, *Carbon Monoxide Levels in Fire Deaths: Dead or Alive?* Speaker: American Academy of Forensic Sciences, Annual Meeting, 2/00.

Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value Of Flow Cytometry and Cytogenetics in the Diagnosis of Acute Myelogenous Leukemia, FAB Classification M_4 and M_5.*
Podium Presentation: Texas Society of Pathologists, 2/98.
Platform Presentations: Texas Medical Association and ASCP/CAP, 1998.
Publication: *American Journal of Clinical Pathology (Abstract),* 4/98.

Lovell, M., E. Griffiths, C. Harrison, **N. Farley.** *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibodies Treated with Intravenous Immunoglobulin.* **Presentation:** Texas Society of Pathologists, 2/98.

Kohlmeier, R., **N. Farley,** B. Smir. *Body Cavity Based Lymphoma: An Unusual Presentation in an HIV Negative Patient.*
Presentation: Texas Society of Pathologists, 2/98.

Farley, NJ, T.J. Prihoda, C.L. Gage, J.G. Schwartz. *Evaluation of the Cardiac STATusTM CK-MB/Myoglobin Card Test to Diagnose Acute Myocardial Infarctions in Patients Presenting to the Emergency Room.*
Presentation: ASCP/CAP Spring Meeting (1996) and Texas Society of Pathologists (1996). **Publications:** *Am J Emerg Med,* 1997 May;15(3):303-7.

Farley, NJ, E.B. Griffiths, L. Sinor, C.R. Harrison. *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibody Responding To Intravenous Immunoglobulin.* **Platform Presentation:** American Association of Blood Banks, 49th Annual Meeting, Orlando, Florida.

King, D., D. Barber, **N. Farley,** J. Harris. *Mucinous Adenocarcinoma Arising from a Suprapubic Cystostomy Site without Bladder Involvement.* The Journal of Spinal Cord Medicine, May 1997,20:244-246.

TMLT

TEXAS MEDICAL LIABILITY TRUST
P.O. Box 160140, Austin, Texas 78716
"A health care liability claim trust created by the Texas Medical Association"

THIS IS AN OCCURRENCE POLICY

DECLARATIONS PAGE

POLICY NO. **1-124533**

ITEM

1 NAMED INSURED (including address)

Norma J. Farley, MD
1511 Preston Trl.
Harlingen, TX 78552

NAMED INSURED IS A:

Individual

2 POLICY PERIOD beginning and ending at 12:01 a.m. at above stated address FROM **04/01/2013** TO **04/01/2014**

3 PROFESSIONAL LIABILITY COVERAGE

Only the "Named Insured" described in Section V, Definitions-J of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverages as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV, Limits of Liability.

COVERAGE	LIMITS OF LIABILITY		PREMIUM
	each claim	all claims	
A. Professional Liability	**$ 200,000**	**$600,000**	**$5,437.00**
B. Deductible (Refer to Endorsement)	**$ 0**		**$0.00**
C. Professional Premises Liability	each premises occurrence $200,000	premises aggregate $200,000	**$0.00**
D. Vicarious Liability	no additional limits		**$0.00**
		TOTAL PREMIUM	**$5,437.00**

4 TYPE OF COVERAGE **OCCURRENCE**

5 Class **1D** Principal Practice **81266 PATHOLOGY**
Territory **IA** County **HIDALGO**

6 FORMS & ENDORSEMENTS **PIO0106, 98, 97, 96, 60, 42, 4, EPLI**

CREDITS INCLUDED ABOVE

Experience Discount **-$1,036.00**

This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured.

Issue Date: **02/02/2013**

TP

Countersigned By: John D. Alexander

Authorized Representative of
Texas Medical Liability Trust

This Declarations Page, along with the coverage forms and endorsements attached, completes the above numbered policy.

TEXAS LIABILITY INSURANCE CARD

WILLIAM FARLEY
********** ********** ***
********** ********** ***
********** ********** ***
1511 PRESTON TRL
HARLINGEN TX 78552

FARMERS

Policy Number: 045144009
Effective Date: 10-19-2013
Expiration Date: 04-19-2014
NAIC Number: 24392

Year	Make	Model	VIN
2006	CHEVROLET TRUC	SLVRDO 1500 CR PU 4WD	2GCEK13T761215609
2004	LEXUS	LS 430 4D	JTHBN36F340151264
2002	MITSUBISHI	MONTERO 4D 4X4 LIMITED	JA4MW51R12J026639

FARMERS TEXAS COUNTY MUTUAL INSURANCE COMPANY **1-800-225-0011**

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Agent Name: KENT W. JONES
Phone No: (956) 440-8890

12-10 A1662441

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/25/2013

PRODUCER
Joe E. Jones
622 N. Ed Carey Drive
Harlingen, TX 78550

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

INSURERS AFFORDING COVERAGE | **NAIC #**

INSURED
Autopsy Services and Expert Testimony PLLC
200 S. 10th Ste. 1105
McAllen, TX 78501

INSURER A:	State Farm Lloyds 43419	25178
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	**GENERAL LIABILITY**	90-NB-9353-5 N	01/19/2013	01/19/2014	EACH OCCURRENCE	$ 2,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000
		x Contents				PERSONAL & ADV INJURY	$ 63,300
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 2,000
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY – EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

Add'l Insured:
COUNTY OF HIDALGO
2812 S BUSINESS HWY 281
EDINBURG TX 78539

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2812 S BUSINESS HWY 281
EDINBURG TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form 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.

AIM

Association of State Medical Board Executive Directors

Texas Medical Board Search Results:

Licensee Name	NORMA JEAN FARLEY
License Status	ACTIVE
License Number	J9873
License Type	MD
Address	3100-B S. BUSINESS HWY 281
City State Zip	EDINBURG TX 78539
Birthdate	1961
Original License Date	22 Jun 1996
License Expiration Date	31 Aug 2015
Education	UNIV OF TEXAS MEDICAL SCHOOL, SAN ANTONIO
Specialty1	PATHOLOGY
Specialty2	FORENSIC PATHOLOGY
Board Actions: No information on file	

Above accurate as of: 01 Dec 2013

Direct requests for Disciplinary Documents to
TMB Customer Information Center
Texas Medical Board
Return to Texas Home Page
This Board's data has been searched 42584450 times since 12/11/1997

Please read the AIM Disclaimer

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STATE OF TEXAS §

§

COUNTY OF HIDALGO §

AMENDED

CONTRACT FOR SERVICES

THIS Agreement, made and entered into this 21st day of January, 2014 by and between **HIDALGO COUNTY, TEXAS** (the "County") **and NORMA JEAN FARLEY, M.D.,** an individual engaged in the practice of medicine and specializing in forensic pathology (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County does not have a medical examiner's office and as such the need exists to contract the services of a pathologist to perform autopsies on an as needed basis;

WHEREAS, the parties recognize that the proper performance of autopsies and the related services requires the supervision and direction of a physician who has the training, experience, and qualifications necessary to practice medicine in the specialty of pathology;

WHEREAS, Contractor was sought by the County to provide turnkey autopsies and related services more particularly described in this Agreement and the "Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County, attached hereto as Exhibit "A"; and the Curriculum Vitae of Norma Jean Farley, M.D., attached hereto as Exhibit "B"; all of which are incorporated by reference herein and made a part of this Agreement;

WHEREAS, Hidalgo County has entered into a service contract with Ceballos Funeral Home, Inc. (RFP No. 2010-243-07-06-YZV) for a facility at which the Contractor may perform autopsies for Hidalgo County, which are not performed in the designated County Morgue Facility;

WHEREAS, County has determined that the proper, orderly and efficient delivery of quality autopsy services, as described in this Agreement and Exhibits A, collectively hereinafter referred to as the "Services" to the County, can be accomplished best by contracting with Contractor;

WHEREAS, County has determined that for proper and efficient operation of the Services, the Contractor will provide on call services 24 hours a day and shall provide autopsy services between 8:00 a.m. and 5:00 p.m., Monday through Friday and will have a pathologist, autopsy technician or other employee to be available for after hours calls from law enforcement, transport service, justices of the peace, and the County District Attorney's office as more fully described in this Agreement and in Exhibit "A" attached herein;

WHEREAS, Contractor is willing to accept the responsibility of providing Services to County in accordance with recognized medical standards, and the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the performance of the Services during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor agrees to provide the following services to the County during the term of this Agreement:

1.1 Autopsies. For purposes of this Agreement, an "autopsy" shall include but not be limited to:

"A post mortem examination of the body of a person, including x-rays (as needed) and an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done." Contractor agrees to use proper professional standards and devote the time necessary to provide the Services on an as needed basis.

1.2 Equipment and Supplies. Contractor shall provide the components necessary to perform an autopsy, including but not limited to providing an X-ray machine, an X-ray developer, reference histology lab services and reference toxicology lab services. Contractor agrees to use proper professional standards and devote such time necessary to provide the Services on an as needed basis. Contractor will also provide the following equipment and supplies for the performance of autopsies:

1. Tissue containers (at contracted facility only)
2. Counter top digital scale (for infants)
3. Formalin (at contracted facility only)
4. Camera, digital
5. Large measuring cups (at contracted facility only)
6. Ladles (small) (at contracted facility only)
7. Tea Strainer
8. Colander
9. Autopsy knives (do not need disposable)
10. Rib cutters (at contracted facility only)
11. Mayo dissecting scissors
12. Autopsy Saws (at contracted facility only)
13. Short scissors

14. Forceps
15. Microscope
16. Histology Laboratory (reference)
17. Toxicology Laboratory (reference)
18. X-ray portable and processor

Any additional equipment and/or supplies necessary to perform the Services identified in this Agreement are the responsibility of the County or Designated Morgue Facility and shall be invoiced separately with supporting documentation showing the need for the additional equipment and supplies, and with prior written approval from the District Attorney's office.

The County has also secured a contract with a third party (RFP No. 2010-243-07-06-YZV) for a facility at which autopsies may be performed. This third party vendor shall be responsible for providing the remaining necessary equipment and supplies to the Contractor for the performance of autopsies not performed at the designated County Morgue Facility.

The equipment and supplies provided by Contractor may change, as necessary and by agreement of the parties, at the time an appropriate County Morgue Facility has been designated.

1.3 Logistics. Contractor will provide personnel, equipment, and supplies necessary to perform autopsy services as more fully described in this Agreement and Exhibits "A", attached herein. **HOWEVER, UPON DESIGNATATION OF THE COUNTY MORGUE FACILITY AT WHICH THE CONTRACTOR WILL PERFORM AUTOPSIES AND SHOULD THE COUNTY ALSO SECURE NECESSARY**

EQUIPMENT, INSTRUMENTS AND SUPPLIES FOR THE PERFORMANCE OF AUTOPSIES (THROUGH ITS FACILITY VENDOR), THEN THE PARTIES AGREE THAT THE AMOUNT OF THIS AGREEMENT SHALL INCLUDE ONLY THE CONTRACTOR'S SERVICES FOR THE PERFORMANCE OF AUTOPSIES AND RELATED SERVICES AND NOT THE COST OF A FACILITY AND/OR EQUIPMENT, AS MORE FULLY DESCRIBED IN THIS AGREEMENT AND EXHIBIT "A", ATTACHED HEREIN, FOR AUTOPSIES AND RELATED SERVICES PERFORMED AT THE DESIGNATED COUNTY MORGUE FACILITY.

1.4 Administration. The Contractor will communicate with the County regarding the administration of autopsies. Notwithstanding anything herein to the contrary, the County will not have or exercise any control over the manner in which the medical duties of the Contractor are performed as would jeopardize the status of the Contractor as an independent contractor.

1.5 Quality of Care. The Contractor will continually work to improve the quality of and maintain a reasonable cost for autopsies furnished on behalf of the County.

1.6 Records. The Contractor shall, at Contractor's expense, keep or cause to be kept in an adequate filing system, accurate and complete records of each autopsy performed. Such records shall be the property of the County. Upon termination of this Agreement, Contractor agrees to deliver to County all records in its possession pertaining to the Services within thirty (30) days.

1.7 Education. Contractor shall attend conferences and meetings at her own expense, provided such attendance does not impair the performance of her obligations under this Agreement.

1.8 Availability of Contractor and Commencement of Autopsies. Contractor agrees to provide on call services (24) hours a day and shall provide autopsy services between 8:00 a.m. and 5:00 p.m., Monday through Friday (except on County holidays) and will have a pathologist, autopsy technician, or other employee to be available for after hours calls from law enforcement, transport service, justices of the peace, and the County District Attorney's office as more fully in this Agreement and in Exhibit "A" attached herein.

1.9 Coverage. Contractor will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate autopsy coverage during any absence. The County shall not unreasonably withhold acceptance of any such arrangements. Contactor shall remain responsible for the Services at all times during the term of this Agreement. However, the parties agree that the Contractor may have a qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for a period exceeding forty-eight (48) hours. **FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED WITHOUT PENALTY.** While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another forensic pathologist other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, upon reasonable determination by the District Attorney, shall result in the County having sole discretion to terminate this agreement effective immediately.

1.10 Method for Providing Service Orders to Contractor. The County shall make all requests for autopsies in writing, either by fax, personal delivery or by documents accompanying the corpse to the autopsy facility.

1.11 Criminal Proceedings. Contractor agrees to testify at the County's request, when necessary, in all criminal proceedings involving homicides and where an autopsy has been performed by the Contractor, or criminal proceeding involving homicides where an autopsy was not performed but materials were reviewed by the Contractor, as required by subpoena, including but not limited to inquest hearings, trials and other judicial processes. Contractor shall also submit to the Hidalgo County District Attorney's Office, written reports including but not limited to all findings from the completed autopsy and all laboratory results. All reports, findings and results shall be submitted no later than thirty (30) business days after an autopsy and all ancillary tests are completed (i.e. toxicology, neuropathology, ballistics, DNA, sexual assault kit, etc.), with preliminary findings to be submitted to the Hidalgo County District Attorney's office or requesting agency within five (5) business days after the performance of an autopsy and/or by agreement of the parties.

1.12 Ethics. Contractor shall insure that in performing services under this Agreement, that all work shall be performed using best and most diligent efforts and professional skills and shall render care in accordance with and in a manner consistent with the highest standards of the specialty of forensic pathology and that all conduct shall be in a manner consistent with the principles of medical ethics and of the American Medical Association.

1.13 Certification. The Contractor shall be board certified in Anatomic and Forensic Pathology and/or by the American Board of Pathology and shall be licensed to practice medicine in the State of Texas.

2. INSURANCE COVERAGE

2.1 Professional Liability Insurance. At all times during the term of this Agreement, the Contractor will carry professional liability insurance in the amount of $100,000.00/$300,000.00 at Contractor's expense and will provide general liability insurance covering her activities in providing services for the County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et. seq., Texas Civil Practice and Remedies Code. The County shall be named as an Additional Insured under the Contractor's liability insurance policy. The Contractor will provide a certificate of insurance to the County evidencing such coverage and will notify the County immediately if any change in coverage occurs for any reason.

2.2. Automobile Insurance. Contractor shall also provide proof of automobile liability insurance coverage with limits of at least $300,000.00/$500,000.00, consistent with potential exposure to County under the Texas Torts Claims Act. Coverage shall include injury or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder.

3. CONTRACTOR'S COVENANTS AND WARRANTIES

3.1. Contractor makes the following representations and warranties to County:

3.2 Licensure. Contractor is duly licensed to practice medicine in the State of Texas and is board eligible or certified in the field of Anatomic and Forensic Pathology.

3.3 Suspension of License. Contactor has not practiced medicine in any state in which her license has ever been suspended or revoked.

3.4 Discipline. Contractor has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

3.5 Malpractice Judgment. There has never been entered against Contractor a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of $10,000.00.

3.6 Settlement. No action based on an allegation of malpractice by Contractor has ever been settled by payment to the plaintiff of an aggregate amount in excess of $10,000.00.

3.7 Membership Denial. Contractor has never been denied membership or re-appointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Contractor have ever been suspended, curtailed, or revoked.

4. OBLIGATIONS OF THE COUNTY

4.1 The County shall be obligated to provide a facility for purposes of allowing Contractor to fulfill her obligations under this Agreement.

4.2 At the time a dedicated County Morgue Facility is established, the County shall provide the available funding to secure necessary personnel and/or staff and equipment as required by this Agreement and described herein and in Exhibit "A".

4.3 Contractor agrees to make serving the County her medical practice priority. Contractor may practice at other institutions and locations when, in the reasonable opinion of the County, such other medical practice does not impair the

fulfillment of her obligations under this Agreement or diminish the quality of service received by Hidalgo County. If, in the reasonable opinion of the County, the provision of Services are impaired or diminish due to another medical practice of the Contractor, then the County may unilaterally terminate this Agreement immediately without penalty.

4.4 Delivery of Corpses. The County, through a third party vendor (RFB. 2010-003-09-28-YZV), shall be responsible for the transport and delivery of corpses to the facility where autopsies shall be performed. The transport and/or delivery of the corpses shall not be the responsibility of the Contractor.

5. PARTIES' RELATIONSHIP

5.1 Relationship of the Parties. Contractor, at all times will act as an Independent Contractor providing the Services and will not act or hold herself out to third parties as an employee or agent of County in the provision of the Services under this Agreement. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Contractor shall supply her own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services (as specified in paragraphs 1.2 above) and shall not rely on or require the County to supply any of the above, unless otherwise specified in this Agreement.

6. TAXES AND BENEFITS

6.1 County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractors partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise

against the County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

7. INCURRING FINANCIAL OBLIGATION

7.1 Contractor will incur no financial obligation on behalf of the County without prior written approval of the County. Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

8. OTHER PERSONNEL

8.1 All salaries, wages, taxes, insurance, worker's compensation insurance and other expenses and benefits incidental to the employment of physicians, non-physicians or other personnel by the Contractor will be the responsibility and obligation of the Contractor, until such time as the County designates the County Morgue Facility.

9. CONSULTATION

9.1 **Consultation**. While this Agreement is in effect, the parties intend that the Contractor shall be the exclusive source of performing the Services for the County. However, the County may allow another pathologist to perform the Services in the event the Contractor is absent or may not be available for a period exceeding forty-eight (48) hours.

10. FEES

10.1 Fees. The Contractor shall be compensated in accordance with the Cost Proposal attached hereto in Exhibit "A". This fee schedule may be amended only by the mutual written agreement of the Contractor and the County. The Contractor will bill and collect fees only for actual Services performed on behalf of the County in accordance with the specifications. The County will pay Contractor no later than thirty (30) days from the time the County is invoiced for the Services.

11. NON-DISCRIMINATION

11.1 Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing Services under this Agreement or in the selection of physicians or non-physician employees, or independent contractors.

12. REGULATORY REQUIREMENTS

12.1 Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules, regulations and all currently accepted and approved methods and practices of the professional specialty of forensic pathology.

13. INDEMNIFICATION

13.1 THE CONTRACTOR WILL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND

ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS AGREEMENT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE CONTRACTOR'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE CONTRACTOR TO THE EXTENT CONTRACTOR'S LIABILITY CARRIER PROVIDES A DEFENSE AND INDEMNITY. UPON WRITTEN NOTICE FROM THE COUNTY, THE CONTRACTOR WILL RESIST AND DEFEND, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE CONTRACTOR WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED, AS PROVIDED IN PARAGRAPH 2.1 ABOVE.

13.2 To the extent provided for by law, the County will indemnify and hold the Contractor harmless from any and all claims, actions, liability, or expenses (including costs of settlements, judgments, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

14. TERMINATION OF AGREEMENT

14.1 Term. The initial term of this Agreement shall be twenty-four (24) months commencing December 20, 2013, and ending on December 20, 2015.

14.2 Renewal Option. The County shall have the sole option to extend this Agreement for no more than one additional one (1) year term under the same fees, rates, terms and conditions or as amended by written agreement between the County and the Contractor. County shall provide the Contractor a minimum of sixty (60) days

notice of its intent to renew this Agreement for the additional one (1) year terms.

14.3 Termination with Cause.

A. Termination by County. The County may terminate this Agreement immediately upon the occurrence of any of the following events:

(1) To the extent provided under the law, any conduct of the Contractor which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the County.

(2) The failure of Contractor to provide coverage as required by Section 1.8 (Coverage) herein.

(3) The resignation, expulsion, suspension, disciplining of Contractor or the loss of privileges as a forensic pathologist; the loss of Contractor's professional medical licenses; the loss of Contractor's pathologist board certification in the field of forensic pathology; or the loss of or failure to provide evidence of liability insurance, as required by Section 2.1 (Insurance) herein.

(4) The conviction of the Contractor of any crime punishable as a felony involving moral turpitude or immoral conduct.

(5) The death of Contractor or the occurrence of illness or injury reasonably likely to lead to the inability of Contractor to personally perform services under this Agreement for a period in excess of thirty (120) days.

(6) The failure of Contractor immediately to bar any individual from performing services under this Agreement, if such individual does not meet the qualifications required by this Agreement, if such individual commits a material breach of one of the terms of this Agreement, or if one of the events listed in (1) through (4) above occurs with respect to such individual.

(7) In addition, if the Contractor commits a material breach of any of the terms of this Agreement, other than those listed in subsections (1) through (6) above, then the County may terminate this Agreement upon no less than thirty (30) days written notice.

(B). Termination by Contractor. In the event the County breaches any material term of this Agreement, then the Contractor may terminate this Agreement upon no less than thirty (30) days written notice.

14.4 Termination without Cause. The parties may terminate this Agreement without cause upon no less than sixty (60) days written notice.

14.5 Termination by mutual agreement. In the event a Medical Examiner System is established by the County, this Agreement will be terminated.

14.6 Non-Interference. Following the expiration of this Agreement or its termination with or without cause, Contractor shall not interfere with any County contract with any other individual or entity for the provision of the Services.

15. NOTICES

15.1 Notice. Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Contractor: Norma Jean Farley, M.D.
3100-A S. Bus. Hwy. 281
Edinburg, Texas 78539

If to County: Ramon Garcia County Judge
100 E. Cano
Edinburg, Texas 78540

16. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN HIDALGO COUNTY, TEXAS.

17. NO IMPLIED WAIVER

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

18. COMMITMENT OF CURRENT REVENUES

18.1 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 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.

19. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

20. ASSIGNABILITY

The Contractor may not assign Contractor's rights or obligations under this Agreement without the County's written consent. Any assignment in violation of this provision shall give the County the right to terminate this Agreement immediately, upon written notice to the Contractor.

21. AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the County and the Contractor.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

23. 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.

24. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

25. AUTHORIZATION FOR AGREEMENT

The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Contractor and County in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES on this the 15 day of January, 2014.

Norma Jean Farley, M.D.

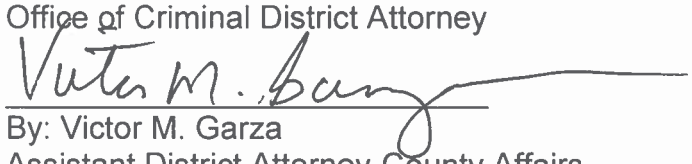
HIDALGO COUNTY

Ramon Garcia, County Judge

ATTESTED

_____
Arturo Guajardo, Jr, County Clerk

Approved as to Form:
Office of Criminal District Attorney



By: Victor M. Garza
Assistant District Attorney-County Affairs

NORMA JEAN FARLEY, M.D.
CURRICULUM VITAE

Business Address & Telephone
Valley Forensics, P.L.L.C.
200 South 10th St., Suite 1105
McAllen, TX 78501

EDUCATION

07/98-06/99	**Bexar County Forensic Science Center** 7337 Louis Pasteur San Antonio, TX 78229-4565 Assistant Medical Examiner
07/94-06/98	**University of Texas Health Science Center** San Antonio, TX Combined AP/CP Residency Residency Director: Larry Fowler, M.D. Chief Resident - 1997-1998
08/90-05/94	**University of Texas Health Science Center** San Antonio, TX College of Medicine Degree: M.D.
01/85-08/86	**Stephen F. Austin State University** Nacogdoches, TX B.S. in biology and Secondary Education
08/81-12/83	**San Jacinto College** Pasadena, TX Associate in Arts

CERTIFICATIONS AND LICENSES

The American Board of Pathology: Certified in Combined Anatomic and Clinical Pathology and Forensic Pathology.

United States Medical Licensing Exam: Passed: Step 1, 2, 3.

State License: Texas.

EMPLOYMENT

3/07-present	**Valley Forensics (Autopsy Service and Expert Testimony)** **Chief Forensic Pathologist, Hidalgo and Cameron Counties** 200 S. 10th Street, Suite 1105, McAllen, TX
7/04-3/07	**Pathology Laboratory** Forensic Pathologist Valley Baptist Medical Center 2101 Pease Street, Harlingen, TX
7/03-7/04	**Bexar County Medical Examiner's Office** Medical Examiner 7337 Louis Pasteur, San Antonio, TX
1/00-7/03	**AmeriPath South Texas** 301 South Frio Street, San Antonio, TX Anatomic, Clinical and Forensic Pathologist Director of Autopsy Services, Medical Director
11/99-1/00	**Deputy Medical Examiner (part-time position)** Travis County Forensic Center 1213 Sabine Street, Austin, TX 78767
6/99-1/00	**Sedgwick County Regional Forensic Science Center** 1109 N. Minneapolis Wichita, KS 67214 **Deputy Chief Coroner-Medical Examiner** **Interim District Chief Coroner-Medical Examiner** 9/99-1/00
2/89-8/90	**Research Assistant** University of Texas Medical School, Houston, TX Dept. of Pathology, Steven Norris, Ph.D. Research in Treponema pallidum, DNA sequencing, tissue culture, MICs and MBCs of cephalosporins, quinolones, and other compounds. Laboratory mapped DNA of T. pallidum (Science 7/98)
1/87-1/89	**Research Technician** Texas A&M University, College Station, TX Dept. of Pathology, John Kochevar, M.D. Research in Renal Cell Carcinoma and Malignant Melanoma.

PROFESSIONAL AFFILIATIONS

1994-Present	American Society of Clinical Pathologists
1996-Present	College of American Pathologists
2008-Present	National Association of Medical Examiners
2008-Present	Associate Professor, University of Texas Medical School at San Antonio, Department of Pathology.
2005-Present	Cameron County Medical Society
1990-Present	American (& Texas) Medical Association

Guest Speaker/Instructor

Strangulation, 1st Annual Conference on Violence Against Women Behind Closed Doors, Brownsville Convention Center, April 28, 2010

Fatal Abuse in Infancy and Childhood, *13th Annual Trauma Symposium Levels of Life, South Padre Island, March 25th, 2010.*
University of Texas Pan American Conference on Child Sexual Abuse: Assessment and Intervention", May 12, 2008.

2007 Forensic Symposium, Seminar in Forensic Sciences, Fatal Abuse in Infancy and Childhood, Sudden Infant Death Syndrome, Death Investigation, Gunshot Wounds, In Custody Deaths, and Postmortem Interval, South Texas College, Weslaco, TX, Dec. 5, 2007.

Sudden Infant Death Syndrome and Shaken Baby Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 3, 2006.

Sudden Infant Death Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 5, 2005 and Valley Baptist Health System, Jan. 24, 2006.

Death Investigation and Toxicology Related Deaths, Advanced Toxicology Program, University of Texas Health Science Center, San Antonio, TX, Oct. 2004; Valley Baptist Health System, Jan. 25, 2005; The Science Academy of South Texas, Mercedes, TX, June, 2007

Fatal Abuse in Infancy and Childhood, Child Abuse Seminar, Brownsville, TX, October 2000 and Bexar County Medical Examiner's Office, San Antonio, TX, August 2003.

Natural Deaths and Deaths Due to Drug Overdose, Wichita State University, Guest Speaker (10/99), Wichita, KS.

Lectures - *Urinalysis and Serum Protein Electrophoresis,* University of Texas Health Science Center, Pathology Didactic Course, 1997-1998 San Antonio, TX.

HONORS, AWARDS AND COMMITTEES

Texas Forensic Science Commission (Governor appointed), 9/09.

Board of Editors, American Journal of Forensic Medicine and Pathology, 10/09.

Child Fatality Review, Bexar and Hidalgo Counties, 2003-2009.

Mass Disaster Planning Committee, Bexar County 2002-2003.

Texas Society of Pathologists, First Place Podium Competition, 2/98.
Texas Medical Association, Second Place Poster Award, 4/98.
Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value of Flow Cytometry and Cytogenetics in the Diagnosis of AML, FAB M_4 and M_5.*

University of Texas Health Science Center, San Antonio, TX, Department of Pathology, Chief Resident (1997-98)

American Society of Clinical Pathologists and College of American Pathologists: Resident Liaison and Delegate (1995-1998)

PRESENTATIONS AND PUBLICATIONS

A death due to subinvolution of the uteroplacental arteries. A Case Report and Literature Review, American Academy of Forensic Science Platform Presentation, Annual Meeting, 2/2010. Accepted for publication - Journal of Forensic Sciences.

Where's the Shaking? Review of blunt head trauma cases involving infants and children: National Association of Medical Examiners, 40th Annual Meeting, San Antonio, TX, Oct. 14, 2006

Kunsman GW, Kunsman DM, Presses CL, Garavaglia JC, **Farley NJ.** *A mixed-drug intoxication involving venlafaxine and verapamil.* J Forensic Sci. 2000 Jul; 45(4): 926-8.

Tan D, Manchester LC, Reit5er RJ, Qi W, Hanes MA, **Farley NJ.** *High physiological levels of melatonin in the bile of mammals.* Life Sci. 1999 Oct 29; 65(23): 2523-9.

Farley, NJ, *Carbon Monoxide Levels in Fire Deaths: Dead or Alive?* Speaker: American Academy of Forensic Sciences, Annual Meeting, 2/00.

Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value Of Flow Cytometry and Cytogenetics in the Diagnosis of Acute Myelogenous Leukemia, FAB Classification M_4 and M_5.*
Podium Presentation: Texas Society of Pathologists, 2/98.
Platform Presentations: Texas Medical Association and ASCP/CAP, 1998.
Publication: *American Journal of Clinical Pathology (Abstract),* 4/98.

Lovell, M., E. Griffiths, C. Harrison, **N. Farley.** *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibodies Treated with Intravenous Immunoglobulin.* **Presentation:** Texas Society of Pathologists, 2/98.

Kohlmeier, R., **N. Farley,** B. Smir. *Body Cavity Based Lymphoma: An Unusual Presentation in an HIV Negative Patient.*
Presentation: Texas Society of Pathologists, 2/98.

Farley, NJ, T.J. Prihoda, C.L. Gage, J.G. Schwartz. *Evaluation of the Cardiac STATusTM CK-MB/Myoglobin Card Test to Diagnose Acute Myocardial Infarctions in Patients Presenting to the Emergency Room.*
Presentation: ASCP/CAP Spring Meeting (1996) and Texas Society of Pathologists (1996). **Publications:** *Am J Emerg Med,* 1997 May;15(3):303-7.

Farley, NJ, E.B. Griffiths, L. Sinor, C.R. Harrison. *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibody Responding To Intravenous Immunoglobulin.* **Platform Presentation:** American Association of Blood Banks, 49th Annual Meeting, Orlando, Florida.

King, D., D. Barber, **N. Farley,** J. Harris. *Mucinous Adenocarcinoma Arising from a Suprapubic Cystostomy Site without Bladder Involvement.* The Journal of Spinal Cord Medicine, May 1997,20:244-246.

TMLT

TEXAS MEDICAL LIABILITY TRUST
P.O. Box 160140, Austin, Texas 78716
"A health care liability claim trust created by the Texas Medical Association"

THIS IS AN OCCURRENCE POLICY

ITEM **DECLARATIONS PAGE** POLICY NO. **1-124533**

1 NAMED INSURED (including address)

Norma J. Farley, MD
1511 Preston Trl.
Harlingen, TX 78552

NAMED INSURED IS A:

Individual

2 POLICY PERIOD beginning and ending at 12:01 a.m. at above stated address FROM **04/01/2013** TO **04/01/2014**

3 PROFESSIONAL LIABILITY COVERAGE

Only the "Named Insured" described in Section V, Definitions-J of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverages as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV, Limits of Liability.

COVERAGE	LIMITS OF LIABILITY		PREMIUM
	each claim	all claims	
A. Professional Liability	$ 200,000	$600,000	$5,437.00
B. Deductible (Refer to Endorsement)	$ 0		$0.00
C. Professional Premises Liability	each premises occurrence $200,000	premises aggregate $200,000	$0.00
D. Vicarious Liability	no additional limits		$0.00
		TOTAL PREMIUM	$5,437.00

4 TYPE OF COVERAGE **OCCURRENCE**

5 Class **1D** Principal Practice **81266 PATHOLOGY**
Territory **IA** County **HIDALGO**

6 FORMS & ENDORSEMENTS **PIO0106, 98, 97, 96, 60, 42, 4, EPLI**

CREDITS INCLUDED ABOVE

Experience Discount **-$1,036.00**

This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured.

Issue Date: **02/02/2013**

Countersigned By: John D. Alexander

Authorized Representative of
Texas Medical Liability Trust

TP

This Declarations Page, along with the coverage forms and endorsements attached, completes the above numbered policy.

TEXAS LIABILITY INSURANCE CARD

WILLIAM FARLEY
********** ********** ***
********** ********** ***
********** ********** ***
1511 PRESTON TRL
HARLINGEN TX 78552

FARMERS

Policy Number: 045144009
Effective Date: 10-19-2013
Expiration Date: 04-19-2014
NAIC Number: 24392

Year	Make	Model	VIN
2006	CHEVROLET TRUC	SLVRDO 1500 CR PU 4WD	2GCEK13T761215609
2004	LEXUS	LS 430 4D	JTHBN36F340151264
2002	MITSUBISHI	MONTERO 4D 4X4 LIMITED	JA4MW51R12J026639

FARMERS TEXAS COUNTY MUTUAL INSURANCE COMPANY 1-800-225-0011

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Agent Name: KENT W. JONES
Phone No: (956) 440-8890

12-10 A1662441

AIM

Association of State Medical Board Executive Directors

Texas Medical Board Search Results:

Licensee Name	NORMA JEAN FARLEY
License Status	ACTIVE
License Number	J9873
License Type	MD
Address	3100-B S. BUSINESS HWY 281
City State Zip	EDINBURG TX 78539
Birthdate	1961
Original License Date	22 Jun 1996
License Expiration Date	31 Aug 2015
Education	UNIV OF TEXAS MEDICAL SCHOOL, SAN ANTONIO
Specialty1	PATHOLOGY
Specialty2	FORENSIC PATHOLOGY
Board Actions: No information on file	

Above accurate as of: 01 Dec 2013

Direct requests for Disciplinary Documents to
TMB Customer Information Center
Texas Medical Board
Return to Texas Home Page
This Board's data has been searched 42584450 times since 12/11/1997

Please read the AIM Disclaimer

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/17/2014

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 JOE E JONES INSURANCE AGENCY INC 622 N ED CAREY DR HARLINGEN TX 78550	CONTACT NAME: Terry Lerma PHONE (A/C, No, Ext): 956-423-8961 FAX (A/C, No): 956-423-8255 E-MAIL ADDRESS: teresa.lerma.h6hm@statefarm.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : State Farm Lloyds — 43419
INSURED AUTOPSY SERVICES AND EXPERT TESTIMONY PLLC DBA VALLEY FORENSICS 1511 PRESTON TRL HARLINGEN TX 78552-6213	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 OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		90-NB-9353-5 L	01/19/2014	01/19/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ $ 5,000 $ $ 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	$ $
	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	$ $ $

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

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2812 S BUSINESS HWY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe E. Jones Agent by [signature]

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AI-42567 **Purchasing Department 18. G. 1.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted For: Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation and acceptance of the scoring grid in connection with the sole response received for the purposes of ranking in order to proceed to the next phase of proposal process for:"Credit Card Payment Services- Hidalgo County"-RFP No. 2013-196-12-27-MEG;

B. Acceptance and approval of the final negotiated services agreement with awarded vendor, Easy Access, Inc., for "Credit Card Payment Services- Hidalgo County". RFP No. 2013-196-MEG, including a "Best and Final Offer (BAFO) with EZ Access.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Credit Card Services will be paid to vendor throught a user fee.
No budgetary impact at this time

Attachments

Acceptance & Participating Sheet

BAFO

Contract

Email-Legals Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/14/2014 10:28 AM
Budget & Management	Debbie Tamez	01/14/2014 11:30 AM
Glinda Pacheco	Glinda Pacheco	01/15/2014 09:18 AM
Auditor's Office	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Elena Gomez Started On: 01/08/2014 04:30 PM

Final Approval Date: 01/17/2014

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

Department Name: HIDALGO COUNTY	
Proposal Acceptance Date: DECEMBER 27, 2013	**Proposal Acceptance Time: 9:30 AM**
Description of Proposal: CREDIT CARD PAYMENT SYSTEM	
PROPOSAL NO: 2013-196-12-27-MEG	

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE
	Easy Access Inc.	✓
#01		
#02		
#03		
#04		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

RFP OPENING DATE: December 27, 2013 **RFP OPENING TIME:** 9:30 A.M.

DEPARTMENT/RFP DESCRIPTION: Credit Card Payment Services **RFP NO:** 2013-196-12-27-MEG

	NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1	Easy Access/Hamer Enterprises mgbraun@hecorp.com	Email	Elena Gomez	10/09/13	4200-A N. Bicentennial Dr. McAllen Tx 78504 (956) 682-3466
2	Paymentus Corporation Stan Herschorn	Email	Elena Gomez	10/09/13	(888) 476-8910 Ext. 227 sherschorn@paymentus.com
3	Metavante Corporation Andrea Brumley abrumley@link2gov.com	Email	Elena Gomez	10/09/13	
4	Power Pay, LLC Stephen Goodrich sgoodrich@powerpay.biz	Email	Elena Gomez	10/09/13	280 Forest, Ste. 301 Portland, ME 04101 (207) 228-6000
5	The Active Network Mike Biros Mike.Biros@zctivenetwork.com	Email	Elena Gomez	10/09/13	6400 Roberts St, Suite 160 Burnaby, BC Canda V5g 4C9 800-661-1196 ext 1338 Mobile 604-787-5894
6	FIS PayDirect Solutions Andrea Brumley abrumlwy@fisgov.com	Email	Elena Gomez	10/09/13	113 Seaboard lane, Suite A-250 Franklin, TN 37067 Office 615-995-6715 615-665-6762
7	Elavon Darren Trainer darren.trainer@elavon.com	Email	Elena Gomez	10/09/13	Toll Free 877-710-7079 Direct 817-788-1677
8	Lone Star National Bank Cris Trevino trevinocr@lonestarnationalbank.com	Email	Elena Gomez	10/09/13	206 W. Ferguson Pharr, Texas 78577 Direct-956-984-2258 Cell: -956-827-8564
9	J. D. Salinas JDSalinas@pacekiosk.com	Email	Elena Gomez	10/09/13	www.PaceKiosk.com
10	Mary B. Lewis, Citi - Public Sector and Investment Banking mary.b.lewis@citi.com	Email	Elena Gomez	10/09/13	5712 Wilder Ridge Austin, TX 78759 Phone: 512-560-2687
11	Forte Payment Systems Tim Dixon tim.dixon@forte.net not participating as per email 12/13	Email	Elena Gomez	10/09/13	7346 Colt Road Carlinville, IL 62626 866.290.5400 ext. 788

12	Frost Bank Marienne Clements mbclements@frostbank.com	Email	Elena Gomez	10/09/13	
13	Gila LLC d/b/a MSB Dragos C. Enea Dragos. Enea@gilacorp.com	Email	Elena Gomez	10/09/13	8325 Tuscany Way, Bldg. 4 Austin, Texas 78754 512-323-4249 -- direct 314-413-2828 -- direct cell
14	Industry Sales Manager Meredith Savage msavage@billtrust.com	Email	Elena Gomez	10/09/13	720-452-9807
15	Value Payment Systems, LLC Edgar Barajas EdgarBarajas@valuepaymentsystems.com	Email	Elena Gomez	10/09/13	2207 Crestmoor Road. Suite 200 Nashville, TN 37215 O: 615-730-6367 x335 M: 615-887-1456
16	Izaguirre Engineering Group LLC Diana Izaguirre izaguirre.engineering@yahoo.com	Email	Elena Gomez	10/09/13	7413 N. La Homa Rd Mission Tx 78574 ph. 956-584-0554
17	KUBRA Tammi Rowlan tammi.rowlan@kubra.com	Email	Elena Gomez	10/09/13	C: 480.220.5088 F: 905.624.2886
18	Laurina Bukovics LBukovics@govpaynet.com	Email	Elena Gomez	10/11/13	(317) 447-9777
19	Efficient Consultants Randolph Fannell ranransom@aol.com	Email	Elena Gomez	10/11/13	626 Wilcox Ave. Los Angeles, Ca. 90028
20	GSS Solutions-Business Services Flor Esmeralda Reyna flor@gssb2b.com	Email	Elena Gomez	10/11/13	3040 Quebec Street Dallas, Tx 75247 Toll Free: 855-647-7222 Office: 469-453-5070
21	Premier Payment System David Shannon dshannon@ppsbankcard.com	Email	Elena Gomez	10/11/13	2625 Butterfield Road Suite 213w Oak Brook, IL 60523 P: 630.932.1661 ext. 1210 D: 630.601.4133
22	Heartland Billing Solutions WILL BRINKLEY William.Brinkley@e-hps.com	Email	Elena Gomez	10/11/13	Direct: 334.707.2448
23	Bernard Lilavois Technical Writer Collector Solutions, Inc. bernardl@collectorsolutions.com	Email	Elena Gomez	10/11/13	Office : (850) 444-9330 x320 Fax : (850) 444-9331
24	Gila LLC d/b/a MSB Alicia Matthews alicia.matthews@gilacorp.com as per email not participating 12/16	Email	Elena Gomez	10/11/13	8325 Tuscany Way, Bldg. 4 Austin, Texas 78754 512-323-4292-- direct cell
25	TWI Erik Amelink EAmelink@summation360.com	Email	Elena Gomez	10/11/13	1080 South Main Street / Blacksburg, VA / 24060 540-951-6463 (o) 540-250-6377 (m)
26	TouchPay, LLC Ellyn Latimer elatimer@touchpaydirect.com	Email	Elena Gomez	10/11/13	512-633-6252 (mobile) 512-814-0970 (office)

27	Fiserv Alisha Woods Alisha.Woods@fiserv.com	Email	Elena Gomez	10/11/13	T: 214-750-2871
28	JPMorgan Chase Bank steven.d.johnson@chase.com	Email	Elena Gomez	10/12/13	1020 North East Loop 410, Floor 1 T: 210-829-6147 C: 210-749-1808
29	Intrix Technology, Inc Beth L.Miller bmiller@intrix.com	Email	Elena Gomez	10/12/13	1333 W 120th Ave Suite 206 Westminster, CO 80234 Direct Line: 720-977-2006 Toll Free: 1-855-546-8749 ext 300
30	***RevTrak, Inc.*** *Karen House* KHouse@RevTrakTexas.com	Email	Elena Gomez	10/12/13	(817) 251-8742
31	TransFirst Health & Public Service Division ARaye@transfirst.com	Email	Elena Gomez	10/13/13	Office Phone: (303) 625-8521 Cell: (561) 309-4833
32	Bank of America Joseph Moss joseph.moss@bankofamericamerchant.com	Email	Elena Gomez	10/13/13	404.228.6271
33	Zing Card Payment Systems ***Tony Sujack*** tsujack@zingpayments.com as per email not participating 12/16	Email	Elena Gomez	10/16/13	(phone) 1-800-249-1381
34	*Govolution, LLC* Gregory L. Jackson gjackson@govolution.com	Email	Elena Gomez	10/16/13	2000 N. 14th Street Suite 600 Arlington, VA 22201 P: 703-894-5000 x3002 C: 703-851-4784
35	LexisNexis | Payment Solutions Randy Gray	Email	Elena Gomez	10/16/13	Direct: 615-372-6862 Toll free: 800-669-8313 ext 86862 Cell: 615-414-8845
36	Retreat Capital Management, Inc. **Bryant Tran** bryant.tran@retreatcapital.com	Email	Elena Gomez	10/16/13	Direct: (949) 491-5558
37	EZ Pay Corporate Rob Citron Rob.Citron@ezpaycorporate.com	Email	Elena Gomez	10/17/13	5750 S. Ulster East Suite 300 Greenwood Village, CO 80111 800.429.5303 ext 5
38	Prime Vendor Inc. Katie Collier bids20@prime-vendor.com	Email	Elena Gomez	10/17/13	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307
39	TagleStar Web Studio Mario M. Barreiro Mario@taglestar.com	Email	Elena Gomez	10/19/13	Office: 956-329-2398 Cell: 956-648-4106
40	**AdComp Systems Group:** Mansur Plumber mansur@adcompsystems.com	Email	Elena Gomez	10/20/13	534 S. Edmonds Lane, Lewisville, TX 75067 **cell:972.877.4070** off: 877.275.7694 x 201

IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Mr. M. G. (Mike) Braun, Jr.
Easy Access, Inc.

From: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

Date: January 8, 2014

Re: Negotiation of: RFP NO: 13-196-12-27-MEG-Hidalgo County-"Credit Card Payment System"

Based on your Submitted Proposal your company has been ranked number one (1) and approved to proceed with the negotiations process.

As part of the negotiations process we are requesting that you submit your Best and Final Offer (BAFO). The intent in soliciting the above referenced services is to encourage and avail taxpayers another option for payment of their obligations to Hidalgo County. The initial term of the contract shall be for **(4) four Years**, with the County's option for an additional (1) **One Year** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged.

Please forward your response via e-mail by 12:00 pm, Thursday, January 16, 2014 to: elena.gomez@co.hidalgo.tx.us.

If you have any questions, call me at (956) 292-7000-Ext. 4855.

Thank you.

Acknowledge receipt of this request and return by e-mail:

Signed: _____ Date: 1/9/14

Printed Name: M. G. (Mike) Braun Jr.

Title: Special Projects Director, Easy Access Inc.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT

C-13-196-01-21

THIS CONTRACT is made and entered into this 21st day of January, 2014 by and between the County of Hidalgo, Texas ("County"), and **Easy Access, Inc.,** a Texas Corporation ("Company").

WHEREAS, Company responded to request for proposal for **"Credit Card Payment System", (**the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposed a copy of such specifications and proposal being attached hereto as Exhibits "A" and "B" ("Vendor's Proposal") respectively, and incorporated herein for all purposes (the "RFP Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or its designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of four (4) years beginning **January 27, 2014** and ending **January 26, 2018** and may be extended at the sole discretion of County on the

same rates, terms and conditions for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this Contract for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide comprehensive general liability insurance in connection with this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit “C” attached hereto and incorporated herein for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has

no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Company **Easy Access, Inc.**
C/O Mike G. Braun
4200 N. Bicentennial Dr., Ste. A
McAllen, Texas 78504

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to 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 sixty (60) day's written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Hidalgo County reserves the right to request the services from other sources other than the Company and shall not be in violation of any terms or conditions of this Agreement.

18. **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 the parties hereto, and not otherwise.

19. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

WITNESS our hands in duplicate originals this_____ day of_____, 2014.

COUNTY OF HIDALGO

By:_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr. County Clerk

COMPANY: _____

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on: _____

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By**:**_____

EXHIBIT "A"

Requirements/Scope of Services/ Terms and Conditions

EXHIBIT "A"

Specifications, Scope of Services, Requirements, General Terms and Conditions

Hidalgo County

"**CREDIT CARD PAYMENT SYSTEM**"

RFP NO: 2013-196-12-27-MEG

HIDALGO COUNTY
"CREDIT CARD PAYMENT SYSTEM"
RFP NO: 2013-196-12-27-MEG

Overview:
The County of Hidalgo is seeking to enter into a "Credit Card Payment System" contract with a qualified vendor capable of providing the Tax Assessor-Collector, the District Clerk, Justice of the Peace Offices and any other applicable County department with "TURN-KEY" Credit Card Payment Systems for processing County residents' payments for property taxes, automobile license plates, court fines and fees, etc. in an efficient manner. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Credit Card Payment System"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Friday December 27, 2013. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2013-196-12-27-MEG

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 RFP Number, Name And Opening Date.

The following outlines the Request for Proposals:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to:

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

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Monday December 16, 2013, at 5:00 P.M. at (956) 292-7612 or via email at elena.gomez@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Wednesday December 18, 2013. **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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion 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 PROPOSALS:
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 Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
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.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

DURATION OF CONTRACT: The initial term of the contract shall be for (***4) four Years***, with the County's option for an additional (1) ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services/Requirements** (Hardware & Software Agreement) in ***Exhibit "A"***.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the vendor and no reimbursement for such charges or expenses shall be passed onto Hidalgo County any other applicable programs and agencies under Hidalgo County.

Any contract awarded to a successful proposers will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with ninety (90) day's written notice prior to cancellation.

Any award of a contract as a result of this invitation will be made by written notification from Hidalgo County Purchasing Department. At this time, the Company/firm must be prepared to immediately begin execution of the appropriated agreements.

SECTION II - RFP REQUIREMENTS

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

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS (IF APPLICABLE TO PROJECT):
Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:
The proposers 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. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.
If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SPECIFICATIONS / SCOPE OF SERVICES / REQUIREMENTS

The County of Hidalgo is seeking to enter into a Credit Card Payment System contract with a qualified vendor capable of providing the Tax Assessor-Collector, District Clerk, County Clerks, Justices of the Peace, Treasurer's and any other applicable County department with "TURN-KEY" Credit Card Payment Systems for processing County residents' electronic payments for property taxes, automobile license plates, court fines and fees, etc. in an efficient manner.

The following are the minimum requirements and/or specifications that will be acceptable to Hidalgo County. These requirements and/or specifications may be equal to or better. Any proposal that does not meet the minimum requirements and/or specifications will be rejected, including but not limited to:

- Hidalgo County reserves the right to award to multiple vendors if it's in the best interest to do so.
- Hidalgo County reserves the right to terminated the contract with a (60) sixty day written notice prior to any cancellation.
- Hidalgo County reserves the right to request **SELF-SERVICE KIOSK(S)** from awarded vendor thru this project which must have the capability to interface with Hidalgo County software, Scofflaw and/or database.

1. Provide a Browser based turn-key Credit Card / Internet Check payment processing **A**pplication **S**ervice **P**rovider (ASP) solution.

2. The proposed ASP solution must be fully hosted by the proposing vendor. This ASP solution must be inclusive all software support cost.

3. The proposed solution must provide 128 bit encryption

4. The proposing vendor must provide, "live" instructor directed training services for of all current and future staff

5. The Credit Card processing provider must hold a current Level-1, Service Provider, PCI-DSS (**P**ayment **C**ard **I**ndustry – **D**ata **S**ecurity **S**tandard) certification and have done so for an unbroken period of time that would number at least four (4) consecutive previous years to this request.

6. The proposed system must provide for payment processing through an in-person / counter modality as well as a public access through the web.

7. Provide individual customized public websites that are specific to individual County departments or offices for the collection of specific service fees and data collection provided through the form fields through public websites.

8. Provide Internet Browser based collection services for the following departments:

a. Tax Office Motor Vehicle
b. Tax Office Property Tax
c. County Clerk
d. District Clerk
e. Justice of the Peace Courts
f. Community Service Corrections
g. Third party cities or agencies.

9. The proposed solution must provide the County with a Real-time Administrator Module that will allow County senior staff to manage the following without vendor intervention:
    a. Create Departmental Location(s)
    b. Create individual user-task descriptions
    c. Create authority for individual users by task
    d. Create duplicate receipts on demand

10. The proposed solution must provide the County with a [no cost to County] real-time interactive interface with the current County's Property Tax software vendor.

11. The proposed solution must provide the County with a real-time interactive interface with the current Criminal Justice of the Peace legacy system that may be retired within the next 24 months

12. The proposed solution must also be prepared to provide a real-time interactive interface with the County's new Odyssey System from Tyler Technology that is anticipated to be operational within the next 18 months

13. The proposed solution must be able to provide on-line receipts for all credit card and electronic check transactions.

14. The proposed solution must provide a unique tracking number for all transactions that is in addition to any user defined reference identifier

15. Must provide on-line "real-time" on-demand reports on all counter and on-line transactions based upon the following minimum guidelines:
    a. Daily transactions by unique task, i.e., property tax payment, motor vehicle fee, court fines & etc.
    b. All transactions by date and court.
    c. All transactions, by either week, month or real-time on a daily basis for counter transactions
    d. All transactions by unique user-defined Employee Identifier

16. Provide daily "Live" Customer Call Service Desk support to the County staff and the client Credit Card users

17. Provide daily "Live" credit card resolution assistance

18. Provide a secured search site for Motor Vehicle clerks to search the Scofflaw database by any/multiple or all the following search criteria:

a	Date of Birth	h	City
b	Last Name	i	Case Number
c	First Name	j	Case Status
d	Middle Name	k	Warrant Status
e	Driver's License	l	Court Id
f	Citation Number	m	Date
g	Address	n	Search Type

19. Provide a Denial letter listing each department with each or multiple cases and absconder information. Must be able

to provide how many times denial letters are printed; daily, weekly, monthly and in other data parameters.

20. Provide a database merge from each of the following departments:
    a. County Clerk
    b. District Clerk
    c. Justice of the Peace Courts
    d. and any third party that the county enters into an agreement with

21. Provide on-demand online payment report of all transactions processed regarding non-scofflaw online payments

22. Provide on-demand online payment reports of all transactions processed regarding absconders

23. Provide a Public accessible website providing search of the Justice of the Peace, County Clerk, District Clerk, and other county managed Scofflaw database by the following search criteria:
    a. Date of Birth & Last Name
    b. Last Name & Driver's License
24. Provide secure online payment processing solution for Scofflaw Absconders through the Scofflaw website

25. Provide department specific transaction reports

26. Provide department specific settlement reports funding into County department designated bank accounts

27. The proposed solution must provide daily "live" Customer Call Service Desk to support County staff and the client eCommerce users".

28. The proposed solution must provide Hidalgo County with an integrated interface and related license from current vendor with the County's existing Scofflaw software solution providing:
    i. Real time absconder aged as scofflaw
    ii. Reporting of payment category determining Scofflaw and Non-Scofflaw eCommerce transactions for statistical report to County Judge's Budget office staff for analytics.
    iii. Real time eCommerce transaction updates clearing absconder's status

29. The software requirements on the Kiosk must be licensed to use the following software products:
    i. Scofflaw Collections, Justice of the Peace fines and fees collections, County Clerk and District Clerk collections
    ii. API to the Tax Office's software vendor
    iii. API to the County Clerk and District Clerk's internal collections vendor
    iv. API to the County JP internal collections vendor

30. The proposed solution must provide Hidalgo County with integrated interfaces with the County's existing software solutions:
    i. Hidalgo County Property Tax Software vendor
    ii. Hidalgo County County Clerk
    iii. Hidalgo County District Clerk
    iv. Hidalgo County Justice of the Peace
    v. Hidalgo County Community Service Corrections Department

31. The proposing vendor must provide "live" instructor directed training services for all current and future staff that will be responsible for managing all Kiosks.

32. The proposing vendor must provide on-line "real-time" on-demand audit reports on all Kiosk transactions based upon the following minimum guidelines:
    i. Reporting of scofflaw and non-scofflaw specific eCommerce transactions
    ii. All transactions specific to each type by department and identifier such as case or cause number or

property ID for each of the eCommerce payments made through the Kiosk

33. The proposed solution must be able to provide live receipts from the various licensed software solutions that the Kiosk will be interfaced with for all eCommerce transactions.
34. The proposed solution must provide for on-line Settlement reports for all transactions. These settlement reports should be separate reports that are distinguishable by the department and task that the collection was made for, as well as provide an overall County wide ability to view all transactions. Full download of all transactions by department, task, location etc. to be available in a file format acceptable to the County Departments.
35. The proposing vendor must provide a means by which the County can affect an eCommerce transaction reversal or credit including any additional fees paid for the transaction.
36. The proposing vendor must provide a resolution collection service *before* a Charge Back to the County account. Moreover, that resolution collection service must provide up to 21 days of 'Resolution / Collection Service' on prospective Charge Backs before the charge back can be generated.
37. The proposing vendor must have a Texas Scofflaw Application implemented
38. The proposing vendor must be a local vendor
39. The proposing vendor must have a support office within 65 miles of the County
40. The proposing vendor must have provided similar services for the County for the last 2 years
41. The solution must provide for on-line next-day Settlements reports for all transactions that are to be funded. These settlement reports should be separate reports that are distinguishable between the County-wide Counter Payments and the On-Line Property Tax Payments.
42. Provide a means by which the County can request a credit card transaction reversal
43. Resolution Collection Service-before a Charge Bank to the County account the vendor must provide up to 21 days of "Resolution / Collection Service" on prospective Credit Card Charge Backs or Bad Check Collections that come from an Internet originated check.
44. Must have the ability to add additional swipe machine and with the ability for signature from customers
45. The proposing vendor must provide daily "live" eCommerce resolution assistance.
46. Credit Card tokenization- This function is essential to allow taxpayers to set up advance payments via both checks and credit cards for future payments. Tokenization is a requirement to move ahead with the implementation of future e-payments. With the new law requiring tax collectors to allow all delinquent accounts which are homesteads to enter into installments payment agreements.

ADDITIONAL REQUIREMENTS:

Provide a timeline for delivery of these services included but not limited to:

- Technical Plan
- Training Plan
- Implementations Plan
- And any other items for services required to be fully functional.

SERVICES AND FEES

Vendors must provide all ranges of services available; discount rates; all applicable service (monthly/yearly); set-up; membership; training; programming; installation; transaction and bank fees to ensure that all proposals are

properly evaluated. Any optional services available, which benefit the County, should be proposed to acquire the most advantageous system for the County. Hidalgo County will assess a user fee to customer as allowed by Section 31.06 (c) Tax Code. User fee will be payment in full to vendor. No additional charges will be paid by Tax Office, District Clerk's Office, Justices of the Peace and any other county department that would like to use the Credit Card Services Payment System.

HARDWARE AND SOFTWARE MAINTENANCE

The appropriate processing equipment (terminals, printers, imprinters, pin pads, Kiosk etc.) required to handle the volume of transactions of a county of this size must be provided. Brochures describing the proposed processing equipment must be provided. Extended maintenance fees and credit card processing supplies pricing must also be included. Equipment maintenance is vital; no service can be provided to the County residents if the equipment is down. A four (4) hour response time will be required on **all** service calls.

Maintenance shall include software upgrades and any required service (on-site and remote).
ON-SITE VISIT

In order to properly assess the needs of the Hidalgo County Tax Office, its respective substations, the District Clerk's Office, County Clerk's, Justices of the Peace offices and any other applicable departments, on-site visits are required. The following are the addresses and telephone numbers of the departments currently interested in participating in this project. There may be a need to add departments/locations during the contract term.

1 Paul Villarreal
Hidalgo County Tax Office (New Administration Bldg)
2804 S. Business Hwy 281
Edinburg, Texas 78539
Phone: 956-318-2157 Fax: 956-318-2733

2 Hon. Laura Hinojosa, District Clerk
Hidalgo County Courthouse
100 N. Closner
Edinburg, Texas 78540
Phone: 956-289-7808 Fax: 956-318-2251

3 Hon. Arturo Guajardo, County Clerk
Hidalgo County Courthouse
100 N. Closner
Edinburg, Texas 78540
Phone: 956-318-2200 Fax: 956-318-2105

4 Justice of the Peace-Gilbert Saenz
(Precinct 1, Place 1)
1902 Joe Stephens Blvd, Suite 301
Weslaco, Texas 78596
Phone: 956-447-3995 Fax: 956-447-9522

5 Justice of the Peace-Jesus Morales
(Precinct 1, Place 2)
1902 Joe Stephens Blvd, Suite 302
Weslaco, Texas 78596
Phone: 956-968-0707 Fax: 956-698-8872

8 Justice of the Peace-Rosa Treviño
(Precinct 2, Place 2)
300 W. Hall Acres, Suite D
Pharr, Texas 78577
Phone: 956-787-1986 Fax 956-787-9343

9 Justice of the Peace-Luis Garza
(Precinct 3, Place 1)
730 Breyfogle, Suite C
Mission, Texas 78572
Phone: 956-519-8422 Fax: 956-519-1796

10 Justice of the Peace-Ismael Ochoa
(Precinct 3, Place 2)
730 Breyfogle, Suite A
Mission, Texas 78572
Phone: 956-581-2124 Fax: 956-581-2134

11 Justice of the Peace-Charlie Espinoza
(Precinct 4, Place 1)
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

12 Justice of the Peace-Homer Jasso
(Precinct 4, Place 2)
222 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-383-0921 Fax 956-383-7430

Justice of the Peace-Bobby Contreras
(Precinct 2, Place 1)
6 300 W. Hall Acres, Suite F
Pharr, Texas 78577
Phone: 956-748-3540 Fax: 956-784-3541

Community Supervision and Corrections Department
7 PO Box 970
Edinburg, Texas 78540

Norma G. Garcia, Hidalgo County Treasurer
13 2810S.BusinessHwy.281
Edinburg,Tx78539-6243
Ph:(956)318-2506
Fx: (956) 318-2507

HIDALGO COUNTY
CREDIT CARD PAYMENT SYSTEM
RFP No. 2013-196-12-27-MEG

PROPOSAL SHEET

Indicate the turn-key system being proposed. The breakdown (detailed listing) should include: the items (equipment), unit cost, item totals and any applicable maintenance charges. All pricing information must be provided on the proposal sheet provided. **This information may be provided on separate sheets of paper if necessary.**

On the grid below, indicate the total service/maintenance cost for the proposed system, for the first (if applicable) and second years.

The pricing for consumable supplies, unique to the proposed system, may be provided on a separate sheet of paper.

Equipment required at Main Office:

Number of substations and equipment at each site:

The following grid indicates the system's service/maintenance total.

TURNKEY SYSTEM					
MAINTENANCE	**1ST Year**	**2nd Year**	**3rd Year**	**4th Year**	**Total**
HARDWARE	$	$	$	$	
SOFTWARE	$	$	$	$	
KIOSK	$	$	$	$	

In the event of a typographical error, unit price prevails.

SECTION III – SELECTION / EVALUATION / RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. During the evaluation process at the discretion of Hidalgo County participants may be requested to provide a demonstration of their product/services. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**

2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**

3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. **20 points**

4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour. **25 points**

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "B"

VENDOR'S PROPOSAL/FEE SCHEDULE

EZAccess®

Easy Access, Inc.
4200-A N Bicentennial Dr
McAllen, Texas 78504

Telephone: 956:682-3466
Fax: 956:682-0906
www.HECorp.com

Letter of Transmittal

December 23, 2013

Ms Martha L. Salazar, CPPB
Purchasing Agent
Hidalgo County
100 E. Cano, 4th Flr, Admin. Bldg.
Edinburg, TX 78539
Voice: (956) 318-2626 Fax: (956) 318-2629

Reference: RFP No. 2013-196-12-27-MEG "Credit Card Payment System-Hidalgo County"

Dear Ms Salazar,

Easy Access Inc (EAI) is pleased to submit our proposal for Hidalgo County's (HC) prospective "Credit Card Payment System" service through the [continued] use of our **A**pplication **S**ervices **P**rovider (ASP) System. The proposed ASP solution is a business model construct where a third party entity manages and distributes Application Software Services (which in this case is our **EZ-NetPay™** Services) across a **W**ide **A**rea **N**etwork (WAN) from a central data center. For purposes of this proposal the WAN will be identified as the decentralized global network referred to as the *Internet*. By using this network backbone, HC preserves the ability to utilize its pre-exiting investment for access to this network. Within this proposal, EAI will provide a solution that will *unequivocally* meet HC's actual and implied specifications (for example please see Section 2.5.10, of this RFP response as it relates to "Live on-site" staff training and the range of training class sizes). This also includes the maximization of HC's pre-existing investment in its inventory of desktop PCs. Consequently, there will not be a *required* need for any additional hardware. Furthermore, this proposal will provide for all Service software support. As also requested in the RFP this Service will also provide for all "credit card processing supplies". As a result the only item that HC will need to provide for this Service will be the continued existing Internet communications conduit which can either be provided through simple pre-existing analogue telephone lines or HC's current network access to the Internet. This Credit Card Processing Service [and electronic check services] will be provided to the County at **No Charge**. Re-imbursement for these Services will be through a *Convenience Fee* that will be charged by EAI to the Credit Card holder (please see Section 4, "Fee Schedule" for the details of the Convenience Fees). Additionally, beyond the medium of credit cards, EAI will also provide a secondary method by which Hidalgo County tax payers can affect electronic payments. This method will be through the medium of what is referred to as an "Electronic Check". The fee for this additional service (like the Credit Card process service will be provided to the County at **No Charge)** can also be found in Section 4 of this RFP response. Additionally, this electronic payment processing facility will work with any financial institution of HC's selection.

Additionally, tethered to the Credit Card processing system will also be the continued use of the licensed software products; EZ-Justice and eJustice. Both of these programs are used as the backbone for the consolidated database management and collection of all **Scofflaw**

fines and fees. These previously considered uncollectable prior delinquent fines and fees from County Courts, District Courts and Justice of the Peace Courts have resulted in additional off-balance sheet revenue of over $1.1 million to Hidalgo County.

Finally, because this *highly comprehensive* service will emanate from McAllen, response time for "all service calls" will be nearly instantaneous, far less than the 4-hour minimum that is usually associated in most requests of this type (our prior years of service to HC will unequivocally support this statement).

As evidenced by our proposal response in the ensuing pages, we have attempted to provide responses to all requested information requirements contained within your Request for Proposal (RFP). Please understand that our response is being provided based on the following assumptions:

* It is our intention to include the response sections of the RFP as an attachment to the EAI Professional Services Agreement along with any additional information gained during the evaluation phase before contract approval and signing. For purposes of continuity, we have enclosed a copy of the current "Services" agreement that guides our existing relationship with Hidalgo County as it relates the current "Credit Card and electronic Payment processing agreement that EAI has with Hidalgo County. The only modification was in Section 28, "Notices" where we have updated the listing of the participating departments (please see page 9 of the RFP).

* In the event clarification is required to any mutual agreement to the scope of the project or currently defined specifications, a formal Response Change Document is used to provide a clear disclosure, clarification and agreement.

It has been our national experience with our clients that the use of this process provides for a clear set of expectations for both EAI and the client.

The enclosed response is subject to successful negotiation of a mutually acceptable Agreement. If EAI should continue to be HC's preferred vendor for this service, we will review together the enclosed [County modified] "Services" Agreement and HC terms and conditions in order to adopt a mutually acceptable agreement. Submission of this response does not denote acceptance by EAI of Hidalgo County terms and conditions.

We look forward to working with you on your project. If you have any questions, please contact me at 1:800:926-3466 at your earliest convenience.

Respectfully Submitted by:

M. G. (Mike) Braun Jr. / Special Projects Director

MGB/ss

4. FEE SCHEDULE

4.1. CREDIT CARD FEES

This proposed credit card processing service (*including support for the application software Services*) will be provided to the County at **No Charge**. Re-imbursement for these services will be through a *Convenience Fee** that will be charged by EAI to the Credit Card holder. The proposed fee will be $2.50 per $100* (please see the sample chart below).

Beginning Dollar Range	Ending Dollar Range	Fee
$ 0.01	$ 100.00	$ 2.50
$ 100.01	$ 200.00	$ 5.00
$ 200.01	$ 300.00	$ 7.50
$ 300.01	$ 400.00	$ 10.00
$ 400.01	$ 500.00	$ 12.50
$ 500.01	$ 600.00	$ 15.00
$ 600.01	$ 700.00	$ 17.50
$ 700.01	$ 800.00	$ 20.00
$ 800.01	$ 900.00	$ 22.50
$ 900.01	$ 1,000.00	$ 25.00
$ 1,000.01	AND UP	The above sample chart illustrates the $2.50 per $100 flat fee that will continue in the same manner for any credit card charges covered under this proposal.

*EAI's current convenience fee schedule is subject to change at EAI's discretion. This is due in fact because any Service of this type is wholly dependent on the underlying cost of interbanking facilities, which are predicated on the indirect cost of banking, i.e., interbank communications facilities, credit card processors, the change in Federal Funds rates and etc. Given the current economic difficulties that exist nationally, these costs could prove to be highly volatile, ever changing and therefore out of our control. Should there be a significant fluctuation in these interbanking costs then those increases would have to be passed on to the end user credit card holders. For this reason EAI takes all steps necessary to try and keep this convenience fee rate as low as possible so that end-user credit-card holders will in fact find this Service to be not only **advantageous** but **economical to use as well.**

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4.2. ELECTRONIC CHECK FEES

The proposed solution will also provide an Electronic Check component to this overall proposed EZ-NetPay™ solution. The following is the fee schedule that will be utilized for this offering:

Beginning Dollar Range	Ending Dollar Range	Fee
$ 0.01	$ 100.00	$ 2.50
$ 100.01	$ 200.00	$ 5.00
$ 200.01	$ 400.00	$ 7.50
$ 400.01	$ 800.00	$ 10.00
$ 800.01	$ 1,000.00	$ 12.50
$ 1,000.01	$ 2,000.00	$ 15.00
$ 2,000.01	$ 4,000.00	$ 17.50
$ 4,000.01	$ 8,000.00	$ 20.00
$ 8,000.01	$ 12,000.00	$ 22.50
$ 12,000.01	$ 25,000.00	$ 25.00
$ 25,000.01	AND UP	1% of Transaction

Important Note: This aspect of the EZ-NetPay™ solution will also provide (at no additional cost to the County) the use of EAI's exclusive **Resolution Collection Service** – before a Charge Back to the County's bank account due to insufficient funds or a some type of credit card discrepancy, EAI will provide up to 21 days of "Resolution / Collection Service" on prospective Credit Card Charge backs or Bad Check ("Electronic Check") collections that come about as a result of an Internet originated check.

Use or disclosure of the data contained on this page is subject to the restriction on the Property Rights Notice page of this document

HIDALGO COUNTY
CREDIT CARD PAYMENT SYSTEM
RFP No. 2013-196-12-27-MEG

PROPOSAL SHEET

Indicate the turn-key system being proposed. The breakdown (detailed listing) should include: the items (equipment), unit cost, item totals and any applicable maintenance charges. All pricing information must be provided on the proposal sheet provided. **This information may be provided on separate sheets of paper if necessary.**

On the grid below, indicate the total service/maintenance cost for the proposed system, for the first (if applicable) and second years.

The pricing for consumable supplies, unique to the proposed system, may be provided on a separate sheet of paper.

Equipment required at Main Office:

Number of substations and equipment at each site:

The following grid indicates the system's service/maintenance total.

TURNKEY SYSTEM					
MAINTENANCE	1ST Year	2nd Year	3rd Year	4th Year	Total
HARDWARE	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00
SOFTWARE	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00
KIOSK *	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0.00

In the event of a typographical error, unit price prevails.

*Upon "request" by the County for "Kiosk(s)", the County and Easy Access Inc (EAI) shall agree on a County applicable configuration and companion scope of work that will fulfill the County's projected needs. Additionally, the maintenance on these to-be-determined EAI Kiosk(s) will be $0.00.

EXHIBIT "C"

INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2013

PRODUCER

THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

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

EASY ACCESS
4200 A N. BICENTENNIAL
MCALLEN TX 78504-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: THE HARTFORD	
INSURER B: TEXAS MUTUAL INSURANCE	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	46SBAIG8968	05/16/2013	05/16/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) 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	46SBAIG8968	05/16/2013	05/16/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		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	SBP0001168510-13	05/16/2013	05/16/2014	[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
		OTHER					

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

EASY ACCESS INC INTERNET PROCESSING PROFESSIONAL SERVICES AGREEEMET FOR CREDIT CARD PAYMENT SERVICES FOR HIDALGO COUNTY

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: MARTHA SALAZAR
CPPB PURCHASING AGENT
2812 SOUTH HWY BUS 281
EDINBURG TX 78539-

CANCELLATION

AI 100170

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

AUTHORIZED REPRESENTATIVE

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Zimbra **cris.ayala@co.hidalgo.tx.us**

Fwd: Contract for Credit Card Payment Services

From : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us> Tue, Jan 14, 2014 08:25 AM
Subject : Fwd: Contract for Credit Card Payment Services
To : Cris Ayala <cris.ayala@co.hidalgo.tx.us>

Cris,

Mr. Crain submitted his approval for the Credit Card Payment Services.

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852
Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

From: "Steve Crain" <scrain@atlashall.com>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Tuesday, January 14, 2014 7:28:49 AM
Subject: RE: Contract for Credit Card Payment Services

It is OK.

From: Darlene H. Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Monday, January 13, 2014 4:33 PM
To: Stephen L. Crain
Subject: Fwd: Contract for Credit Card Payment Services

Mr. Crain

Attached for your review and approval you will find modifications to the draft agreement for above-referenced project.

Should you have any questions related to this matter, do not hesitate to contact me. Thank you

AI-42742 **Closed Session 20. C.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Potential Litigation - Cause #7:13-cv-00602; Johnny Earl Course v. Guadalupe "Lupe" Trevino, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/17/2014 02:46 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Monica Badillo Started On: 01/17/2014 01:57 PM

Final Approval Date: 01/17/2014

AI-42695 **Closed Session 20. D.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0108-14-B; Shelia Pruitt-Orr v. City of Hidalgo & Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/15/2014 01:50 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Monica Badillo Started On: 01/15/2014 01:40 PM

Final Approval Date: 01/17/2014

AI-42684 **Closed Session 20. E.**

CC REGULAR

Meeting Date: 01/21/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Miguel A. Castillo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/15/2014 09:12 AM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Aida Alvarez Started On: 01/15/2014 08:49 AM

Final Approval Date: 01/17/2014

AI-42710 **Closed Session 20. F.**

CC REGULAR

Meeting Date: 01/21/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Rose Cisnero

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/16/2014 10:41 AM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Aida Alvarez Started On: 01/16/2014 09:49 AM

Final Approval Date: 01/17/2014

AI-42720 **Closed Session 20. G.**

CC REGULAR

Meeting Date: 01/21/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hidalgo County vs Jose Eli Guerra

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/16/2014 04:25 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Aida Alvarez Started On: 01/16/2014 03:35 PM

Final Approval Date: 01/17/2014

AI-42743 **Open Session 21. C.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Potential Litigation - Cause #7:13-cv-00602; Johnny Earl Course v. Guadalupe "Lupe" Trevino, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/17/2014 02:46 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Monica Badillo Started On: 01/17/2014 01:58 PM

Final Approval Date: 01/17/2014

AI-42696 **Open Session 21. D.**

CC REGULAR

Meeting Date: 01/21/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0108-14-B; Shelia Pruitt-Orr v. City of Hidalgo & Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/15/2014 01:51 PM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Monica Badillo Started On: 01/15/2014 01:41 PM

Final Approval Date: 01/17/2014

AI-42685 **Open Session 21. E.**

CC REGULAR

Meeting Date: 01/21/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Miguel A. Castillo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/15/2014 09:12 AM
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Aida Alvarez Started On: 01/15/2014 08:52 AM

Final Approval Date: 01/17/2014

AI-42711 **Open Session 21. F.**

CC REGULAR

Meeting Date: 01/21/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Rose Cisnero

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Aida Alvarez Started On: 01/16/2014 09:52 AM

Final Approval Date: 01/17/2014

AI-42721 **Open Session 21. G.**

CC REGULAR

Meeting Date: 01/21/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Hidalgo County vs Jose Eli Guerra

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/16/2014 04:26 PM
Auditor's Office	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Aida Alvarez Started On: 01/16/2014 03:42 PM

Final Approval Date: 01/17/2014