

# APPROVED

AI-32654  
CC REGULAR

Purchasing Department 41. A. 0.

Meeting Date: 06/26/2012

Department Head: Martha Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

### Information

#### CAPTION



Approval of "First Amendment" to Agreement #C-10-343-05-10 with First Southwest Company in connection to RFP No: 2010-343-11-10-YZV-Financial Advisory Services in order to clarify the fees as shown on Appendix A of current agreement and replace with the revised adjusted "Attachment A-Appendix A".

#### BACKGROUND

Agreement previously approved by Commissioners Court on April 26, 2011(AI#25099) with additional approval of clarification on May 10, 2011 ( AI#26446) on term of agreement.

### Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

#### BUDGETARY IMPACT:

Paid from the proceeds of the debt issued.

### Attachments

Amendment

Contract

### Form Review

<u>Inbox</u>	<u>Reviewed By</u>	<u>Date</u>
Purchasing Department	Marty Salazar	06/07/2012 02:27 PM
Budget & Management	Ivan Cantu	06/07/2012 02:32 PM
Rosalinda Cantu	Rosie Cantu	06/08/2012 11:57 AM
Purchasing Department	Marty Salazar	06/07/2012 02:27 PM
Budget & Management	Ivan Cantu	06/07/2012 02:32 PM
Rosalinda Cantu	Rosie Cantu	06/08/2012 11:57 AM
Auditor's Office		
Form Started By: Vangie Garcia		Started On: 05/31/2012 03:45 PM

**FIRST AMENDMENT TO AGREEMENT FOR  
FINANCIAL ADVISORY SERVICES**

**WITNESSETH:**

**WHEREAS**, Hidalgo County, Texas (the "Issuer"), and First Southwest Company ("FSC"), previously entered into a certain Agreement for Financial Advisory Services, effective as of May 10, 2011 (the "Agreement"); and

**WHEREAS**, the Issuer and FSC desire to amend the Agreement to clarify and adjust the fees to be charged for the provision of such Financial Advisory Services.

**NOW THEREFORE**, the Issuer and FSC, in consideration of the mutual covenants and agreements contained in the Agreement and those set forth herein, do hereby agree to amend the Agreement as follows:

**AMENDMENTS**

"Appendix A" attached to the Agreement shall be replaced in its entirety with the revised "Appendix A" attached hereto as Attachment A.

**MODIFICATIONS**

The Agreement, except as amended by this First Amendment to Agreement for Financial Advisory Services, remains in effect in all other respects.

**IN WITNESS WHEREOF**, the parties have made and executed this Amendment in multiple copies, each of which shall be an original, effective as of June 19, 2012.

**FIRST SOUTHWEST COMPANY**

By: \_\_\_\_\_


  
Cris S. Vela  
Vice President

**HIDALGO COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Ramon Garcia  
County Judge

**ATTACHMENT A**

**APPENDIX A**

The fees due First Southwest Company will not exceed those contained in our customary fee schedule as listed below and are payable at closing for each series of bonds:

Base	Fee -	Any	Issue							\$ 3,750
Plus	\$ 6.25	per	\$1,000	up to	\$ 1,000,000	or	\$ 10,000	for	\$ 1,000,000	Bonds
Plus	\$ 3.50	per	\$1,000	next	1,500,000	or	\$15,250	for	2,500,000	Bonds
Plus	\$ 2.50	per	\$1,000	next	2,500,000	or	\$21,500	for	5,000,000	Bonds
Plus	\$ 2.00	per	\$1,000	next	5,000,000	or	\$31,500	for	10,000,000	Bonds
Plus	\$ 1.00	per	\$1,000	next	10,000,000	or	\$41,500	for	20,000,000	Bonds
Plus	\$ 0.75	per	\$1,000	over	20,000,000					

For any issue of Refunding Bonds and/or other Debt Instruments involving Escrow Agreements, it is understood and agreed that our fee will be the fee schedule set out above plus 10%.

The County shall be responsible for the following expenses, if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by FSC as reimbursable expenses. The County requires that supporting documentation be provided with any invoice or request for payment, unless specifically provided otherwise herein below.

Bond counsel

Bond ratings

Credit enhancement

CPA fees for refunding

Paying agent/registrar/trustee

Travel expenses

Underwriter and underwriters' counsel

Official statement printing

Official statement preparation, flat fee of \$2,500 per issuance

Computer structuring, amount to be negotiated in advance and approved by Commissioner's Court prior to each issuance

Miscellaneous expenses, amount to be negotiated in advance and approved by Commissioner's Court prior to each issuance

*The payment of reimbursable expenses that FSC has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice therefore submitted by FSC.*

## Evangelina Garcia

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Thursday, May 31, 2012 11:57 AM  
**To:** 'Evangelina Garcia'  
**Subject:** FW: First Amendment to Agreement

---

**From:** Steve Crain [mailto:scrain@atlashall.com]  
**Sent:** Thursday, May 31, 2012 7:39 AM  
**To:** 'Martha Salazar'  
**Subject:** RE: First Amendment to Agreement

That will work.



---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Wednesday, May 30, 2012 5:02 PM  
**To:** 'Steve Crain'  
**Cc:** 'Evangelina Garcia'  
**Subject:** FW: First Amendment to Agreement  
**Importance:** High

Mr. Crain:  
Revisions made. Please review and comment as to form.  
Marty

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]  
**Sent:** Wednesday, May 30, 2012 3:33 PM  
**To:** 'Martha Salazar'  
**Subject:** RE: First Amendment to Agreement

Marty:  
The revision has been made, please forward again to legal for review as to form.

Thank you

*Vangie Y. Garcia, Contract's Manager*  
2802 S. Business Hwy. 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 292-7000-Extension 4856  
email: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Wednesday, May 30, 2012 2:53 PM  
**To:** 'Evangelina Garcia'  
**Subject:** FW: First Amendment to Agreement

**From:** Stephen L. Crain [<mailto:scrain@atlashall.com>]  
**Sent:** Wednesday, May 30, 2012 2:47 PM  
**To:** 'Martha Salazar'  
**Subject:** First Amendment to Agreement

See the attached please make changes.

Thanks,  
Marynel Trevino, Secretary for

Stephen L. Crain & Heather De La Garza  
**ATLAS, HALL & RODRIGUEZ, LLP**  
818 Pecan Blvd. (78501)  
P. O. Box 3725  
McAllen, Texas 78502  
Direct Dial Number (956) 632-8221  
Main Number (956) 682-5501  
Fax Number (956) 686-6109  
E-mail Address [scrain@atlashall.com](mailto:scrain@atlashall.com)



**Atlas Hall  
Rodriguez**

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

## Evangelina Garcia

---

**From:** Sergio Cruz [sergio.cruz@co.hidalgo.tx.us]  
**Sent:** Friday, May 18, 2012 4:47 PM  
**To:** Evangelina Garcia  
**Cc:** martha.salazar@co.hidalgo.tx.us; ray.eufracio@auditor.co.hidalgo.tx.us; linda.fong@auditor.co.hidalgo.tx.us; dina.trevino@co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us  
**Subject:** FW: Amendment to Hidalgo County FA Agreement  
**Attachments:** Hidalgo County First Amendment to FA Agreement to revise Fees for Cris Vela\_ May 2012.DOC

Vangie,

Attached is the proposed amendment to the County's FA Agreement. Can you please have legal review and facilitate placement on the agenda for Commissioners' Court approval. If a meeting is in order to discuss the proposed changes please advise.

Regards,

*Sergio Cruz*

### Hidalgo County Budget Officer

Department of Budget & Management  
2818 South Business Highway 281  
Edinburg, TX 78539  
(956) 292-7025 phone  
(956) 292-7035 fax  
[sergio.cruz@co.hidalgo.tx.us](mailto:sergio.cruz@co.hidalgo.tx.us)



Please consider the environment before printing this email

Note: The information contained in this e-mail and any accompanying documents may contain information that is confidential or otherwise protected from disclosure. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message, including any attachments. Any dissemination, distribution or other use of the contents of this message by anyone other than the intended recipient is strictly prohibited.

---

**From:** Cris Vela [mailto:Cris.Vela@firstsw.com]  
**Sent:** Friday, May 18, 2012 1:46 PM  
**To:** 'sergio.cruz@co.hidalgo.tx.us'  
**Subject:** Fw: Amendment to Hidalgo County FA Agreement

As discussed

---

**From:** Jorja Williams  
**Sent:** Friday, May 18, 2012 01:29 PM  
**To:** Cris Vela  
**Subject:** Amendment to Hidalgo County FA Agreement

**FINANCIAL ADVISORY AGREEMENT**

This Financial Advisory Agreement (the "Agreement") is made and entered into by and between Hidalgo County ("Issuer") and First Southwest Company ("FSC") effective as of the date executed by the Issuer as set forth on the signature page hereof.

**WITNESSETH:**

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, Issuer desires to retain an independent financial advisor; and

WHEREAS, the Issuer desires to obtain the professional services of FSC to advise the Issuer regarding the issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective; and

WHEREAS, FSC is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by Issuer during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and FSC, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

**SECTION I  
DESCRIPTION OF SERVICES**

Upon the request of an authorized representative of the Issuer, FSC agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay to FSC the compensation as provided in Section V hereof.

A. Financial Planning. At the direction of Issuer, FSC shall:

1. Survey and Analysis. Conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service any Debt Instruments

contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed rate increases and additional revenues, as projected by consulting engineers employed by the Issuer, resulting from improvements to be financed by the Debt Instruments under consideration.

2. Future Financings. Consider and analyze future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, employed by the Issuer.

3. Recommendations for Debt Instruments. On the basis of the information developed by the survey described above, and other information and experience available, submit to the Issuer recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Issuer. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations.

4. Market Information. Advise the Issuer of our interpretation of current bond market conditions, other related forthcoming bond issues and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.

5. Elections. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, FSC will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to a firm of municipal bond attorneys ("Bond Counsel") retained by the Issuer.

B. Debt Management and Financial Implementation. At the direction of Issuer, FSC shall:

1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

a. If the Debt Instruments are to be sold by an advertised competitive sale, FSC will:

(1) Supervise the sale of the Debt Instruments, reserving the right, alone or in conjunction with others, to submit a bid for any Debt Instruments issued under this Agreement which the Issuer advertises for competitive bids; however, in keeping with the provisions of Rule G-23 of the Municipal Securities Rulemaking Board, FSC will request and obtain written consent to bid prior to submitting a bid, in any instance wherein FSC elects to bid, for any installment of such Debt Instruments;

(2) Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submission of proper bids;

(3) Assist the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and

(4) Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids.

b. If the Debt Instruments are to be sold by negotiated sale, FSC will:

(1) Recommend for Issuer's final approval and acceptance one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments.

(2) Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. FSC will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters agreement and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Issuer's agreement

with the underwriters, but shall not be or become an obligation of FSC, except to the extent specifically provided otherwise in this Agreement or assumed in writing by FSC.

(3) Assist the staff of the Issuer in the safekeeping of any good faith checks, to the extent there are any such, and provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market.

(4) Advise the Issuer as to the fairness of the price offered by the underwriters.

2. Offering Documents. Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, FSC shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, FSC shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

3. Credit Ratings. Make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the Issuer, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, FSC will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be finally approved or directed by the Issuer.

4. Trustee, Paying Agent, Registrar. Upon request, counsel with the Issuer in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.

5. Financial Publications. When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.

6. Consultants. After consulting with and receiving directions from the Issuer, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.

7. Auditors. In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required, make arrangements for such services.
8. Issuer Meetings. Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested at all times when FSC may be of assistance or service and the subject of financing is to be discussed.
9. Printing. To the extent authorized by the Issuer, coordinate all work incident to printing of the offering documents and the Debt Instruments.
10. Bond Counsel. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments.
11. Changes in Laws. Provide to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which FSC becomes aware in the ordinary course of its business, it being understood that FSC does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.
12. Delivery of Debt Instruments. As soon as a bid for the Debt Instruments is accepted by the Issuer, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.
13. Debt Service Schedule; Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the Issuer a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrars and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

## **SECTION II OTHER AVAILABLE SERVICES**

In addition to the services set forth and described in Section I herein above, FSC agrees to make available to Issuer the following services, when so requested by the Issuer and subject to the agreement by Issuer and FSC regarding the compensation, if any, to be paid for such services, it being understood and

agreed that the services set forth in this Section II shall require further agreement as to the compensation to be received by FSC for such services:

1. Investment of Funds. From time to time, as an incident to the other services provided hereunder as financial advisor, FSC may purchase such investments as may be directed and authorized by Issuer to be purchased, it being understood that FSC will be compensated in the normal and customary manner for each such transaction. In any instance wherein FSC may become entitled to receive fees or other compensation in any form from a third party with respect to these investment activities on behalf of Issuer, we will disclose to Issuer the nature and, to the extent such is known, the amount of any such compensation so that Issuer may consider the information in making its investment decision. It is understood and agreed that FSC is a duly licensed broker/dealer and is affiliated with First Southwest Asset Management, Inc. ("FSAMI"), a duly registered investment advisor. Issuer may, from time to time, utilize the broker/dealer services of FSC and/or the investment advisory services of FSAMI with respect to matters which do not involve or affect the financial advisory services referenced in this Agreement. The terms and conditions of the engagement of FSC and/or FSAMI to provide such services shall be determined by mutual agreement at the time such services are requested.
2. Exercising Calls and Refunding. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.
3. Capital Improvements Programs. Provide advice and assistance in the development of any capital improvements programs of the Issuer.
4. Long-Range Planning. Provide advice and assistance in the development of other long-range financing plans of the Issuer.
5. Post-Sale Services. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the Issuer, Bond Counsel, auditors and other experts and consultants retained by the Issuer and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.

### SECTION III TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, unless terminated pursuant to Section IV of this Agreement, shall remain in effect thereafter for an initial period of three (3) years from such date, with the Issuer's option to renew

for two (2) additional years under the same rates, terms and conditions. The Issuer reserves the right to extend the engagement of FSC for an additional sixty (60) days after expiration of this Agreement, under the same rates, terms and conditions, due to unforeseen delay during the procurement process.

#### **SECTION IV TERMINATION**

This Agreement may be terminated with or without cause by the Issuer upon the giving of at least thirty (30) days' prior written notice to FSC of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due FSC for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

#### **SECTION V COMPENSATION AND EXPENSE REIMBURSEMENT**

The fees due to FSC for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt Instruments during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and FSC, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which FSC is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser.

#### **SECTION VI MISCELLANEOUS**

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.
2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and FSC, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or

modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

**HIDALGO COUNTY**

By:   
Ramon Garcia, County Judge

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

Approved by Commissioners' Court  
on 5/10/11 RO

ATTEST:


  
Arturo Guajardo, Jr., County Clerk

**FIRST SOUTHWEST COMPANY**

By:   
Hill A. Feinberg, Chairman and  
Chief Executive Officer

By:   
Cris S. Vela, Vice President

APPROVED AS TO FORM:  
Josephine L. Ramirez,  
Assistant Criminal District Attorney-County Affairs

BY: 

**APPENDIX A**

The fees due First Southwest Company will not exceed those contained in our customary fee schedule as listed below and are payable at closing for each series of bonds:

Base	Fee -	Any	Issue						\$ 3,750
Plus	\$ 6.25	per	\$1,000	up to	\$ 1,000,000	or	\$ 10,000	for	\$ 1,000,000 Bonds
Plus	\$ 3.50	per	\$1,000	next	1,500,000	or	\$15,250	for	2,500,000 Bonds
Plus	\$ 2.50	per	\$1,000	next	2,500,000	or	\$21,500	for	5,000,000 Bonds
Plus	\$ 2.00	per	\$1,000	next	5,000,000	or	\$31,500	for	10,000,000 Bonds
Plus	\$ 1.00	per	\$1,000	next	10,000,000	or	\$41,500	for	20,000,000 Bonds
Plus	\$ 0.75	per	\$1,000	over	20,000,000				

For any issue of Refunding Bonds and/or other Debt Instruments involving Escrow Agreements, it is understood and agreed that our fee will be the fee schedule set out above plus 10%.

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the Hidalgo County.

The County shall be responsible for the following expenses, if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by FSC as reimbursable expenses:

- Bond counsel
- Bond ratings
- Computer structuring
- Credit enhancement
- CPA fees for refunding
- Official statement preparation and printing
- Paying agent/registrar/trustee
- Travel expenses
- Underwriter and underwriters counsel
- Miscellaneous, including copy, delivery, and phone charges

*The payment of reimbursable expenses that FSC has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice therefore submitted by FSC.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Roach Howard Smith & Barton 8750 North Central Expressway Suite 500 Dallas TX 75231	<b>CONTACT NAME:</b> Helen Stuart <b>PHONE (A/C, No. Ext):</b> (972) 744-2704 <b>E-MAIL ADDRESS:</b> hstuart@rhhsb.com		<b>FAX (A/C, No):</b> (972) 744-2804
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> (214) 953-4000 First Southwest Company First Southwest Asset Management, Inc. 325 N. St. Paul Suite 800 Dallas TX 75201	<b>INSURER A:</b> Great Northern Ins Co		20303
	<b>INSURER B:</b> Federal Ins Co		20281
	<b>INSURER C:</b> Travelers Prop Cas America		36161
	<b>INSURER D:</b> Texas Mutual Ins Co		22945
	<b>INSURER E:</b> Fireman's Fund Insurance Co		21873
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 26332

REVISION NUMBER:

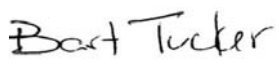
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<input checked="" type="checkbox"/> GENERAL LIABILITY			35787714	12/15/2013	12/15/2014	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ Included	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						Location Agg Limit	\$ 10,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			74968567	12/15/2013	12/15/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
							\$		
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			79785393	12/15/2013	12/15/2014	EACH OCCURRENCE	\$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR						AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$		
DC	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001199604 - TX	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		HJUB3491N91613 - OS	4/1/2013	4/1/2014	E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
E	<input checked="" type="checkbox"/> Excess Umbrella			SHX00015077290	12/15/2013	12/15/2014	Each Occurrence	\$ 10,000,000	
							Aggregate	\$ 10,000,000	

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

General and auto liability policies include a blanket automatic additional insured endorsement or provision that provides additional insured status to certificate holder only when there is a written contract between named insured and certificate holder that requires such status. General and auto liability policies contains a special endorsement or provision with "primary additional insured" wording. General and auto liability, and workers compensation policies include a blanket automatic waiver of subrogation endorsement or provision that provides this feature only when there is a written contract between named insured and certificate holder that requires it.

**CERTIFICATE HOLDER****CANCELLATION**

Hidalgo County Attn: Purchasing Department 2812 S. Highway Bus. 281  Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

# APPROVED

AI-26446

17. A. 8.

CC REGULAR

Meeting

05/10/2011

Date:

Submitted For:

Marty Salazar

Submitted By:

Vangie Garcia, PURCHASING DEPT.

Department:

PURCHASING DEPT.

## Information

### CAPTION

✓ Clarification on Agenda Item #25099 (approved by Commissioners Court on 4-26-11) in connection with Letter Of Engagement with the firm of First Southwest to reflect the following:

- a. To correct "(term of one year) to "term of three (3) years with County's option to renew for two (2) additional years under the same rates, terms and conditions" as all original supporting documentation confirms and NOT (term of one year) as on the original caption; and
- b. to correct: **effective date as May 10, 2011** and not May 27, 2011;

for the RFP No: 2010-343-11-10-YZV-Financial Advisory Services Project".

### BACKGROUND

#### Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

#### BUDGETARY IMPACT:

No fiscal impact on this agenda, this is only for clarification purposes.  
Paid from the proceeds of the debt issued.

## Attachments

### Previous Agenda Item

letter of engagement- First Southwest

#### Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/03/2011 10:17 AM
Budget & Management	Angela Garcia	05/04/2011 11:39 AM
Rosalinda Cantu	Rosie Cantu	05/05/2011 04:38 PM
Auditor's Office	Angela Garcia	05/06/2011 02:16 PM
Purchasing Department	Marty Salazar	05/06/2011 02:24 PM
Form Started By: Vangie Garcia		Started On: 04/29/2011 10:34 AM
Final Approval Date: 05/06/2011		

**6. AI-25099 Consideration and action on the following items in connection with "RFP No: 2010-343-11-10-YZV-Financial Advisory Services so as to proceed in finalizing said project:**

→ **a. Acceptance and approval of Letter of Engagement (for a term of one year) which includes best and final offer with the firm of First Southwest with effective date of: April 28, 2011 or August 28, 2011 as determined under the following;**

→ **b. Action for Hidalgo County to opt to exercise the thirty (30) days' written Notice of Termination to Estrada-Hinojosa & Company as provided in the Letter of Engagement (more specifically under page 4-section VI) and thus agree that only services provided and expenses incurred to the date of termination will be due and payable.**

→ Ms. Darlene Betancourt informed the Court that the Purchasing Department wished to terminate current contract.

→ On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote to approve items 19.A.6.a & b., with termination of current contract

**B. Pct. 1**

**1. AI-26357 Requesting authorization/approval to request proposals from awarded Job Order Contractors (through County's membership/participation in various cooperative purchasing programs/association, etc.) for the relocation & repairs of a Portable Building located on 1015 South to be moved to Mile 11 N & Mile 1 1/2 E. in Mercedes, TX, (Project #11-130-OGG) and Relocation & Repairs to WIC Clinic to move, re-level and repair at same location (Project # 11-098) from:**

**a. Herrera & Hunt Inc. and Alpha Building Corporation (awarded through Hidalgo County's membership/participation with Harris County Department of Education's JOC Program); and,**

**b. CAS Companies JOC thru TCPN Contract #R-5004 as approved on 05/24/10**

**so as to determine the best value under TX . Local Government Code 271.113.**

On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote to approve items 19.B.1.a & b.

**C. Facilities Management:**

**1. AI-26324 Acceptance and approval to award proposal (solicited due to the concerns detailed herein) from job order contractor, Alpha Building Corp. (awarded JOC through HCDE-Choice Facility Partners) in the amount of \$ 11,255.83 (including the issuance of Purchase Order #656541) in order to address urgent and necessary solution for wind damages sustained that created an emergency circumstance under 262.024 (a)(1)(2) for the "Repair to North San Juan CRC Building Wall" meeting all specifications, as attached hereto, and pending issuance of notice to proceed (Project #2011-125-04-19-OGG).**

On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote of approval.

**APPROVED**

**AI-25099**

**19.A.6.**

**Final Negotiated Contract for "Financial Advisory Services"  
CC REGULAR**

**Date:** 04/26/2011

**Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Sub-category:** Hidalgo County

**Information**

**CAPTION**

Consideration and action on the following items in connection with "RFP No: 2010-343-11-10-YZV-Financial Advisory Services so as to proceed in finalizing said project:

- a. Acceptance and approval of Letter of Engagement (for a term of one year) which includes best and final offer with the firm of First Southwest with effective date of: April 28, 2011 or August 28, 2011 as determined under the following;
- b. Action for Hidalgo County to opt to exercise the thirty (30) days' written Notice of Termination to Estrada-Hinojosa & Company as provided in the Letter of Engagement (more specifically under page 4-section VI) and thus agree that only services provided and expenses incurred to the date of termination will be due and payable.

**BACKGROUND**

Previously approved by Commissioners Court on January 25, 2011 for ranking and approval to proceed with the letter of engagement .

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Paid from the proceeds of the debt issued.

**Attachments**

- Link: [Letter Of Engagement-FirstSouthwest](#)
- Link: [Response to BAFO](#)
- Link: [Estrada-Hinojosa Letter Of Engagement](#)
- Link: [Acceptance Sheet-Participation Log](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2011 02:00 PM	APRV
2	Budget & Management	Erika Zamora	04/19/2011 02:32 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/21/2011 04:38 PM	APRV
4	Auditor's Office		04/21/2011 05:36 PM	NEW

Form Started By: Yolanda Velasquez      Started On: 01/31/2011 01:00 PM  
Final Approval Date: 04/21/2011

**FINANCIAL ADVISORY AGREEMENT**

This Financial Advisory Agreement (the "Agreement") is made and entered into by and between Hidalgo County ("Issuer") and First Southwest Company ("FSC") effective as of the date executed by the Issuer as set forth on the signature page hereof.

**WITNESSETH:**

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, Issuer desires to retain an independent financial advisor; and

WHEREAS, the Issuer desires to obtain the professional services of FSC to advise the Issuer regarding the issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective; and

WHEREAS, FSC is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by Issuer during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and FSC, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

**SECTION I  
DESCRIPTION OF SERVICES**

Upon the request of an authorized representative of the Issuer, FSC agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay to FSC the compensation as provided in Section V hereof.

- A. Financial Planning. At the direction of Issuer, FSC shall:
1. Survey and Analysis. Conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service any Debt Instruments

contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed rate increases and additional revenues, as projected by consulting engineers employed by the Issuer, resulting from improvements to be financed by the Debt Instruments under consideration.

2. Future Financings. Consider and analyze future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, employed by the Issuer.

3. Recommendations for Debt Instruments. On the basis of the information developed by the survey described above, and other information and experience available, submit to the Issuer recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Issuer. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations.

4. Market Information. Advise the Issuer of our interpretation of current bond market conditions, other related forthcoming bond issues and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.

5. Elections. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, FSC will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to a firm of municipal bond attorneys ("Bond Counsel") retained by the Issuer.

B. Debt Management and Financial Implementation. At the direction of Issuer, FSC shall:

1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

a. If the Debt Instruments are to be sold by an advertised competitive sale, FSC will:

(1) Supervise the sale of the Debt Instruments, reserving the right, alone or in conjunction with others, to submit a bid for any Debt Instruments issued under this Agreement which the Issuer advertises for competitive bids; however, in keeping with the provisions of Rule G-23 of the Municipal Securities Rulemaking Board, FSC will request and obtain written consent to bid prior to submitting a bid, in any instance wherein FSC elects to bid, for any installment of such Debt Instruments;

(2) Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submission of proper bids;

(3) Assist the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and

(4) Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids.

b. If the Debt Instruments are to be sold by negotiated sale, FSC will:

(1) Recommend for Issuer's final approval and acceptance one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments.

(2) Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. FSC will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters agreement and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Issuer's agreement

with the underwriters, but shall not be or become an obligation of FSC, except to the extent specifically provided otherwise in this Agreement or assumed in writing by FSC.

(3) Assist the staff of the Issuer in the safekeeping of any good faith checks, to the extent there are any such, and provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market.

(4) Advise the Issuer as to the fairness of the price offered by the underwriters.

2. Offering Documents. Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, FSC shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, FSC shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

3. Credit Ratings. Make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the Issuer, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, FSC will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be finally approved or directed by the Issuer.

4. Trustee, Paying Agent, Registrar. Upon request, counsel with the Issuer in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.

5. Financial Publications. When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.

6. Consultants. After consulting with and receiving directions from the Issuer, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.

7. Auditors. In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required, make arrangements for such services.
8. Issuer Meetings. Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested at all times when FSC may be of assistance or service and the subject of financing is to be discussed.
9. Printing. To the extent authorized by the Issuer, coordinate all work incident to printing of the offering documents and the Debt Instruments.
10. Bond Counsel. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments.
11. Changes in Laws. Provide to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which FSC becomes aware in the ordinary course of its business, it being understood that FSC does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.
12. Delivery of Debt Instruments. As soon as a bid for the Debt Instruments is accepted by the Issuer, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.
13. Debt Service Schedule; Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the Issuer a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrars and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

## SECTION II OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, FSC agrees to make available to Issuer the following services, when so requested by the Issuer and subject to the agreement by Issuer and FSC regarding the compensation, if any, to be paid for such services, it being understood and

agreed that the services set forth in this Section II shall require further agreement as to the compensation to be received by FSC for such services:

1. Investment of Funds. From time to time, as an incident to the other services provided hereunder as financial advisor, FSC may purchase such investments as may be directed and authorized by Issuer to be purchased, it being understood that FSC will be compensated in the normal and customary manner for each such transaction. In any instance wherein FSC may become entitled to receive fees or other compensation in any form from a third party with respect to these investment activities on behalf of Issuer, we will disclose to Issuer the nature and, to the extent such is known, the amount of any such compensation so that Issuer may consider the information in making its investment decision. It is understood and agreed that FSC is a duly licensed broker/dealer and is affiliated with First Southwest Asset Management, Inc. ("FSAMI"), a duly registered investment advisor. Issuer may, from time to time, utilize the broker/dealer services of FSC and/or the investment advisory services of FSAMI with respect to matters which do not involve or affect the financial advisory services referenced in this Agreement. The terms and conditions of the engagement of FSC and/or FSAMI to provide such services shall be determined by mutual agreement at the time such services are requested.
2. Exercising Calls and Refunding. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.
3. Capital Improvements Programs. Provide advice and assistance in the development of any capital improvements programs of the Issuer.
4. Long-Range Planning. Provide advice and assistance in the development of other long-range financing plans of the Issuer.
5. Post-Sale Services. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the Issuer, Bond Counsel, auditors and other experts and consultants retained by the Issuer and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.

### **SECTION III TERM OF AGREEMENT**

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, unless terminated pursuant to Section IV of this Agreement, shall remain in effect thereafter for an initial period of three (3) years from such date, with the Issuer's option to renew

for two (2) additional years under the same rates, terms and conditions. The Issuer reserves the right to extend the engagement of FSC for an additional sixty (60) days after expiration of this Agreement, under the same rates, terms and conditions, due to unforeseen delay during the procurement process.

#### **SECTION IV TERMINATION**

This Agreement may be terminated with or without cause by the Issuer upon the giving of at least thirty (30) days' prior written notice to FSC of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due FSC for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

#### **SECTION V COMPENSATION AND EXPENSE REIMBURSEMENT**

The fees due to FSC for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt Instruments during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and FSC, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which FSC is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser.

#### **SECTION VI MISCELLANEOUS**

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.
2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and FSC, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or

modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

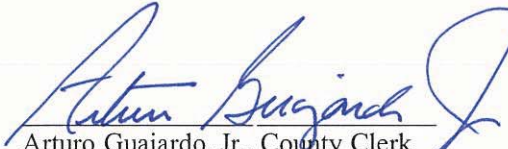
**HIDALGO COUNTY**

By:   
Ramon Garcia, County Judge

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


Approved by **Commissioners' Court**  
on 5/10/11 *RO*

ATTEST:

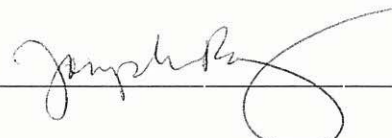
  
Arturo Guajardo, Jr., County Clerk

**FIRST SOUTHWEST COMPANY**

By:   
Hill A. Feinberg, Chairman and  
Chief Executive Officer

By:   
Cris S. Vela, Vice President

APPROVED AS TO FORM:  
Josephine L. Ramirez,  
Assistant Criminal District Attorney-County Affairs

BY: 

**APPENDIX A**

The fees due First Southwest Company will not exceed those contained in our customary fee schedule as listed below and are payable at closing for each series of bonds:

Base	Fee -	Any	Issue						\$ 3,750
Plus	\$ 6.25	per	\$1,000	up to	\$ 1,000,000	or	\$ 10,000	for	\$ 1,000,000 Bonds
Plus	\$ 3.50	per	\$1,000	next	1,500,000	or	\$15,250	for	2,500,000 Bonds
Plus	\$ 2.50	per	\$1,000	next	2,500,000	or	\$21,500	for	5,000,000 Bonds
Plus	\$ 2.00	per	\$1,000	next	5,000,000	or	\$31,500	for	10,000,000 Bonds
Plus	\$ 1.00	per	\$1,000	next	10,000,000	or	\$41,500	for	20,000,000 Bonds
Plus	\$ 0.75	per	\$1,000	over	20,000,000				

For any issue of Refunding Bonds and/or other Debt Instruments involving Escrow Agreements, it is understood and agreed that our fee will be the fee schedule set out above plus 10%.

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the Hidalgo County.

The County shall be responsible for the following expenses, if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by FSC as reimbursable expenses:

- Bond counsel
- Bond ratings
- Computer structuring
- Credit enhancement
- CPA fees for refunding
- Official statement preparation and printing
- Paying agent/registrar/trustee
- Travel expenses
- Underwriter and underwriters counsel
- Miscellaneous, including copy, delivery, and phone charges

*The payment of reimbursable expenses that FSC has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice therefore submitted by FSC.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Roach Howard Smith & Barton 8750 North Central Expressway Suite 500 Dallas TX 75231	<b>CONTACT NAME:</b> Helen Stuart <b>PHONE (A/C, No. Ext):</b> (972) 744-2704 <b>E-MAIL ADDRESS:</b> hstuart@rhsb.com	<b>FAX (A/C, No):</b> (972) 744-2804	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> (214) 953-4000 First Southwest Company First Southwest Asset Management, Inc. 325 N. St. Paul Suite 800 Dallas TX 75201	<b>INSURER A:</b> Great Northern Ins Co		20303
	<b>INSURER B:</b> Federal Ins Co		20281
	<b>INSURER C:</b> Travelers Prop Cas America		36161
	<b>INSURER D:</b> Texas Mutual Ins Co		22945
	<b>INSURER E:</b> Fireman's Fund Insurance Co		21873
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 26332

REVISION NUMBER:

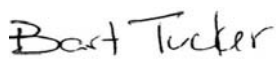
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<b>GENERAL LIABILITY</b>			35787714	12/15/2013	12/15/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ Included
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						Location Agg Limit	\$ 10,000,000
A	<b>AUTOMOBILE LIABILITY</b>			74968567	12/15/2013	12/15/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$	
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			79785393	12/15/2013	12/15/2014	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b>	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$	
DC	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			TSF0001199604 - TX	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		HJUB3491N91613 - OS	4/1/2013	4/1/2014	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	<b>Excess Umbrella</b>			SHX00015077290	12/15/2013	12/15/2014	Each Occurrence	\$ 10,000,000
							Aggregate	\$ 10,000,000

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

General and auto liability policies include a blanket automatic additional insured endorsement or provision that provides additional insured status to certificate holder only when there is a written contract between named insured and certificate holder that requires such status. General and auto liability policies contains a special endorsement or provision with "primary additional insured" wording. General and auto liability, and workers compensation policies include a blanket automatic waiver of subrogation endorsement or provision that provides this feature only when there is a written contract between named insured and certificate holder that requires it.

**CERTIFICATE HOLDER****CANCELLATION**

Hidalgo County Attn: Purchasing Department 2812 S. Highway Bus. 281  Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

**APPROVED**

AI-26446

17. A. 8.

CC REGULAR

Meeting

05/10/2011

Date:

Submitted For:

Marty Salazar

Submitted By:

Vangie Garcia, PURCHASING  
DEPT.

Department:

PURCHASING DEPT.

## Information

## CAPTION



Clarification on Agenda Item #25099 (approved by Commissioners Court on 4-26-11) in connection with Letter Of Engagement with the firm of First Southwest to reflect the following:

- a. To correct "(term of one year) to "term of three (3) years with County's option to renew for two (2) additional years under the same rates, terms and conditions" as all original supporting documentation confirms and NOT (term of one year) as on the original caption; and
- b. to correct: **effective date as May 10, 2011** and not May 27, 2011;

for the RFP No: 2010-343-11-10-YZV-Financial Advisory Services Project".

## BACKGROUND

## Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

## BUDGETARY IMPACT:

No fiscal impact on this agenda, this is only for clarification purposes.  
Paid from the proceeds of the debt issued.

## Attachments

Previous Agenda Itemletter of engagement- First Southwest

## Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/03/2011 10:17 AM
Budget & Management	Angela Garcia	05/04/2011 11:39 AM
Rosalinda Cantu	Rosie Cantu	05/05/2011 04:38 PM
Auditor's Office	Angela Garcia	05/06/2011 02:16 PM
Purchasing Department	Marty Salazar	05/06/2011 02:24 PM
Form Started By: Vangie Garcia		Started On: 04/29/2011 10:34 AM
Final Approval Date: 05/06/2011		

**6. AI-25099 Consideration and action on the following items in connection with "RFP No: 2010-343-11-10-YZV-Financial Advisory Services so as to proceed in finalizing said project:**

→ **a. Acceptance and approval of Letter of Engagement (for a term of one year) which includes best and final offer with the firm of First Southwest with effective date of: April 28, 2011 or August 28, 2011 as determined under the following;**

→ **b. Action for Hidalgo County to opt to exercise the thirty (30) days' written Notice of Termination to Estrada-Hinojosa & Company as provided in the Letter of Engagement (more specifically under page 4-section VI) and thus agree that only services provided and expenses incurred to the date of termination will be due and payable.**

→ Ms. Darlene Betancourt informed the Court that the Purchasing Department wished to terminate current contract.

→ On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote to approve items 19.A.6.a & b., with termination of current contract

**B. Pct. 1**

**1. AI-26357 Requesting authorization/approval to request proposals from awarded Job Order Contractors (through County's membership/participation in various cooperative purchasing programs/association, etc.) for the relocation & repairs of a Portable Building located on 1015 South to be moved to Mile 11 N & Mile 1 1/2 E. in Mercedes, TX, (Project #11-130-OGG) and Relocation & Repairs to WIC Clinic to move, re-level and repair at same location (Project # 11-098) from:**

**a. Herrera & Hunt Inc. and Alpha Building Corporation (awarded through Hidalgo County's membership/participation with Harris County Department of Education's JOC Program); and,**

**b. CAS Companies JOC thru TCPN Contract #R-5004 as approved on 05/24/10**

**so as to determine the best value under TX . Local Government Code 271.113.**

On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote to approve items 19.B.1.a & b.

**C. Facilities Management:**

**1. AI-26324 Acceptance and approval to award proposal (solicited due to the concerns detailed herein) from job order contractor, Alpha Building Corp. (awarded JOC through HCDE-Choice Facility Partners) in the amount of \$ 11,255.83 (including the issuance of Purchase Order #656541) in order to address urgent and necessary solution for wind damages sustained that created an emergency circumstance under 262.024 (a)(1)(2) for the "Repair to North San Juan CRC Building Wall" meeting all specifications, as attached hereto, and pending issuance of notice to proceed (Project #2011-125-04-19-OGG).**

On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote of approval.

APPROVED

**AI-25099**

**19.A.6.**

**Final Negotiated Contract for "Financial Advisory Services"**

**CC REGULAR**

**Date:** 04/26/2011

**Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Sub-category:** Hidalgo County

Information

**CAPTION**

Consideration and action on the following items in connection with "RFP No: 2010-343-11-10-YZV-Financial Advisory Services so as to proceed in finalizing said project:

- a. Acceptance and approval of Letter of Engagement (for a term of one year) which includes best and final offer with the firm of First Southwest with effective date of: April 28, 2011 or August 28, 2011 as determined under the following;
- b. Action for Hidalgo County to opt to exercise the thirty (30) days' written Notice of Termination to Estrada-Hinojosa & Company as provided in the Letter of Engagement (more specifically under page 4-section VI) and thus agree that only services provided and expenses incurred to the date of termination will be due and payable.

**BACKGROUND**

Previously approved by Commissioners Court on January 25, 2011 for ranking and approval to proceed with the letter of engagement .

Fiscal Impact

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Paid from the proceeds of the debt issued.

Attachments

Link: [Letter Of Engagement-FirstSouthwest](#)

Link: [Response to BAFO](#)

Link: [Estrada-Hinojosa Letter Of Engagement](#)

Link: [Acceptance Sheet-Participation Log](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2011 02:00 PM	APRV
2	Budget & Management	Erika Zamora	04/19/2011 02:32 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/21/2011 04:38 PM	APRV
4	Auditor's Office		04/21/2011 05:36 PM	NEW
Form Started By: Yolanda Velasquez		Started On: 01/31/2011 01:00 PM		
Final Approval Date: 04/21/2011				