

Approval of a Clarification to Sole Source Memo for vendor, "Goverlan" to reflect said "declaration" remains in effect for the lifetime of the software unless revoked by HCCC for the purchases of all upgrades, software, maintenance-support, on-line legal research services, and any other related services.

- T. AI-68599** Precinct 3 is requesting approval to surplus and remove the assets detailed on "Exhibit A" for the purpose of destruction and disposal via landfill as the assets were cannibalized, are so worn and/or damaged that they have no value nor function for the purpose they were originally intended.
- U. AI-68588 PCT. #1:**
Requesting approval to pay invoice #10017 in the amount of \$225.51 for services rendered in connection with Tax Office Project - WA#1, as submitted by B2Z Engineering, LLC.
- V. AI-68589 PCT. #1:**
Requesting approval to pay invoice #10018 in the amount of \$215.19 for engineering services rendered for Sunset Park Operations Facility - WA#1, as submitted by project professional services provider, B2Z Engineering, LLC.
- W. AI-68590 PCT. #1:**
Requesting approval to pay invoice #10019 in the amount of \$18,886.78 for engineering services rendered for Sunset Park Operations Facility - WA#2, as submitted by project professional services provider: B2Z Engineering, LLC.
- X. AI-68538** Pct. #1 is requesting approval to pay the invoice 2018.01.01 in the amount of \$11,550.00 for services rendered in connection with the Tax Office Substation as submitted by ROFA Architects, Inc.
- Y. AI-68508** Presentation by O.E. Investments Ltd. (awarded vendor) on sale and acquisition of the company by K2 Towers II, LLC in connection to contract #E-18-017-02-20 (Lease of Tower Space - FM1925 & Rooth Rd) with supporting documentation attached herein.
- Z. AI-68551** Human Resources/Civil Service requests pursuant to Texas State Constitution Article 3, Section 52 the declaration of a "public purpose" with authority to purchase promotional items to be utilized when attending or hosting public functions to include, but not limited to, speaking events, presentations, meetings, ceremonies, and school career days, etc. and the affixing of any applicable identifying logos effective upon Commissioners Court and valid through 12-31-19.
- AA. AI-68553** Requesting authority to enter into one (1) year Fax Service Agreements with Copy Graphics, Inc for two (2) Panasonic Fax Machines (Model UF-585) at \$95.00 (per machine/year).
- BB. AI-68389** 1. Approval to utilize the Holdover Provision (Section 1.3) for Contract: E-17-321-10-31, with Mr. Miguel Barboza, Jr. for "Lease Office Space in the City of Alton". (attached herein), as not to have a lapse in contract during the completion of the procurement process.
2. Requesting authority to reject sole bid received for RFB No.: 2018-212-01-03-SGS- through project titled: "Lease Office Space-City of Alton (East), for Hidalgo Co. WIC Program, due to Federal Funding insecurities.
- CC. AI-68098** Requesting authority to advertise with approval of RFB procurement packet (ie., specifications-requirements, legal notice, etc.) as attached hereto for: Hidalgo County Pct. 1 - "Lease of Parcel for Citizen Collection Site in Mercedes" RFB 2019-009-01-30-TDL including the re-advertising when/if applicable.
- DD. AI-68423** Approval of the addition and/or deletion of fuel cards/users including, but limited to, the following Hidalgo County elected offices, departments, programs or agencies:
1. Hidalgo County Precinct No. 1 - Fuel Card
2. Hidalgo County Constable Pct No. 4 - Delete Fuel Card User
3. Hidalgo County WIC Program - Fuel Card
4. Hidalgo County Adult Probation Department - Add Fuel Card User
5. Executive Office - Add Fuel Card and User

FILED	AT 10:45	O'CLOCK	A	M
DEC 19 2018				
ARTURO GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS				
BY 				DEPUTY

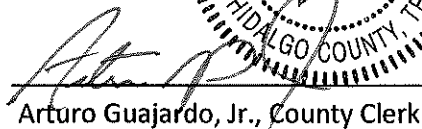
TENANT ESTOPPEL CERTIFICATE
(County Contract Number: E-17-021-12-1, previously C-11-026-03-21)

The undersigned ("Tenant") is a party to that Lease Agreement dated March 21, 2011 by and between O.E. Investments, Ltd. (the "Tower Owner") and Tenant, as amended by Amendment No. 1 to Service Contract dated May 17, 2011, (together, the "Tower Space License"), pursuant to which Tenant is leasing space on the Tower Owner's communications tower (the "Tower") at the tower site located at 15201 North Rooth Rd., McAllen, Hidalgo County, Texas 78541 (the "Property"). The Tower Owner is in the process of selling the Tower and other related assets, including, without limitation, the Tower Owner's rights and obligations under the Tower Space License (collectively, the "Transferred Assets"), to K2 Towers II, LLC, a Delaware limited liability company ("Buyer"), and hereby requests that Tenant certify certain facts to Buyer in order to induce Buyer to consummate its acquisition of the Transferred Assets.

Tenant hereby covenants, agrees and certifies to Buyer and its successors and assigns that: (i) the Tower Space License is in full force and effect according to its terms; (ii) the present term of the Tower Space License expires on February 28, 2019, subject to renewal according to the terms of the Tower Space License; (iii) neither Tenant nor, to Tenant's knowledge, the Tower Owner is in default under the Tower Space License; (iv) the monthly rental payment due under the Tower Space License is \$3,095.62; (v) Tenant's equipment is presently installed and operating at the Tower and Tenant does not intend to remove its equipment and facilities from the Tower and/or terminate its utilization of the Tower prior to the expiration of the present term of the Tower Space License; and (vi) the Tower Space License has not been further amended.

Tenant hereby acknowledges and agrees that Buyer and its successors and assigns will rely on this Certificate in agreeing to acquire the Transferred Assets.

ATTEST:


Arturo Guajardo, Jr., County Clerk



TENANT:
County of Hidalgo, Texas

By: Ramon Garcia
Name: _____
Title: _____
Dated: _____

O.E. Investments, Ltd.

4800 N. 23rd Street

McAllen, TX 78504

956-793-0103

October 03, 2018

To the Tenants of O.E. Investments, Ltd.

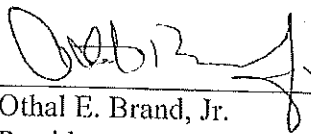
RE: Request for Tenant Estoppel Certificate Relating to the Communications Towers Owned by O.E. Investments, Ltd., a Texas corporation, located at 15163 N. Rooth Rd., McAllen, Texas 78541.

Ladies and Gentlemen:

O.E. Investments, Ltd. ("O.E.") authorizes your company and its affiliates (together, the "Company") to provide information requested by K2 Towers II, LLC, through its counsel Thompson Hine, LLP, including without limitation, an estoppel certificate concerning the lease between O.E. and the Company relating to the space the Company leases at the Properties.

Please feel free to contact me by phone at 956-793-0103 if you have any questions.

Very truly yours,



Othal E. Brand, Jr.
President,
O. E. Investments, Ltd.

AI-67827

CC - REGULAR

Purchasing Department
Sheriff's Office

Meeting Date: 12/18/2018

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval for County Judge to execute a Tenant Estoppel Certificate for "Lease of Tower Space - FM 1925 & Rooth Road" - Hidalgo County Sheriff's Office with O. E. Investments, Ltd. - E-18-017-02-20.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2018

ACCT. #: 8-1100-421-00-280-001-0-441

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Tenant Estoppel Certificate

Legal Approval

Form Review

Inbox

Reviewed By

Date

Heidi Ortiz

11/27/2018 12:58 PM

Form Started By: Heidi Ortiz

Started On: 11/27/2018 12:58 PM

October 29, 2018

RECEIVED

By FedEx

OCT 30 2018

County of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

COUNTY JUDGE

RE: Request for Tenant Estoppel Certificate Relating to Tower Site Owned by O.E. Investments, Ltd., a Texas corporation, located at 15163 North Rooth Road, McAllen, Hidalgo County, Texas 78541 (the "Property")

Dear Ladies and Gentlemen:

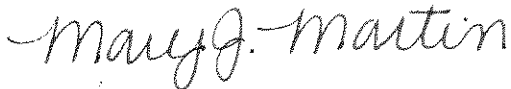
Your landlord, O.E. Investments, Ltd. ("O.E. Investments") plans to assign its interest under the lease with your company (the "Lease") to another company, K2 Towers II, LLC ("K2") in connection with O.E. Investments sale of its communications tower located on the Property to K2.

In connection with the proposed assignment, the enclosed Tenant Estoppel Certificate is being requested (a certificate on your preferred form is also acceptable). Please review, sign and return it to me in the enclosed self-addressed FedEx envelope on or before November 15, 2018.

O.E. Investments has given K2 and our firm the authority to request the estoppel certificate (see enclosed authorization letter).

Your prompt attention to the estoppel certificate is greatly appreciated. A pre-paid FedEx envelope addressed to me is provided for your use. If you have any questions, please contact me at (216) 566-5589.

Sincerely,



Mary Martin

Enclosures

cc: Diane S. Leung, Esq.

Hidalgo County Sheriff's Office (By Certified Mail, Return Receipt Requested)
Attn: Guadalupe "Lupe" Trevino, Sheriff
P.O. Box 1228
Edinburg, Texas 78541

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT
(Edinburg, Hidalgo County, Texas)

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale") is made effective as of November 30th, 2018 ("Effective Date"), by and between O.E. INVESTMENTS, LTD., a Texas limited partnership ("Assignor"), whose address is 4800 N. 23rd Street, McAllen, Texas, 78504, and K2 TOWERS II, LLC, a Delaware limited liability company ("Assignee"), whose address is 86 West Street, Chagrin Falls, Ohio 44022.

BACKGROUND RECITALS

A. Assignor has agreed to transfer and assign to Assignee all of its right, title and interest in and to the Transferred Assets including, without, limitation, the Personal Property (including the Tower), the Approvals and the Documents more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and Assignee has agreed to accept an assignment thereof.

B. This Bill of Sale is made pursuant to the Purchase and Sale Agreement dated September 30, 2018 between Assignor, as seller, and Assignee, as buyer (the "Purchase Agreement"), and any capitalized terms not defined herein have the meanings ascribed to them in the Purchase Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Background Recitals are true and correct and are incorporated herein by this reference.
2. Assignor hereby transfers and assigns to Assignee as of the Effective Date all of its right, title and interest in and to the Transferred Assets including, without limitation, the Personal Property (including the Tower), the Approvals and the Documents and Assignee hereby assumes and agrees to perform from and after the Effective Date all of the Assignor's obligations under the Approvals upon the terms and conditions set forth in the Approvals.
3. Assignor and Assignee each hereby confirms that all of the representations made in the Purchase Agreement regarding the Approvals continue to be true and correct as of the date of this Agreement. Assignor and Assignee acknowledge and agree that nothing in this Bill of Sale shall be deemed to contravene or supersede the terms of the Purchase Agreement.

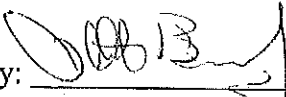
4. This Bill of Sale may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be duly executed as of the date first above written.

ASSIGNOR:

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

By: Trophy International, Inc., a Texas corporation, its General Partner

By: 
Othal E. Brand, Jr. President

[Signatures continued on the following page]

[Signatures continued from the previous page]

ASSIGNEE:

K2 TOWERS II, LLC, a Delaware limited
liability company

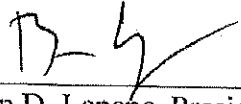
By: 
Ryan D. Lepehe, President

EXHIBIT A

Description of Tower, other Personal Property, Approvals and Documents

I. Tower

Seller's Site Name	County	State	Lat	Lon	Height (ft)	Type (MP, Guyed, SST)
MTC2A	Hidalgo	TX	26-20-26.2N	98-13-53.4	500	Guyed
MTC2	Hidalgo	TX	26-20-26N	98-13-58	480	Guyed

II. Describe any Other Personal Property (below)

Any property of Assignor, if any, located at or associated with the Towers that is deemed to be Personal Property including, without limitation, fencing, cables, 2 equipment shelters and 2 1 generators. *Sub* *Off*

III. Approvals

MTC2A

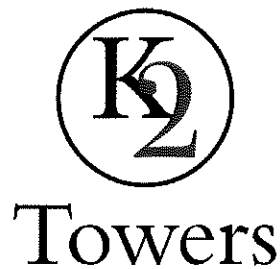
FAA Study 2005-ASW-4654-OE

FCC Antenna Tower Registration 1252203

MTC2

FAA Study 1987-ASW-746-OE

FCC Antenna Tower Registration 1062608



December 14, 2018

Ramon Garcia, County Judge
County of Hidalgo
1615 South Closner, Suite J
Edinburg, TX 78539

Tower Space Lease – Change of Owner – Remittance Information

<u>Site Location</u>	<u>Our Site #</u>	<u>Contract #</u>
15201 North Rooth Road McAllen, TX 78541	TX-3	C-11-026-03-21

Dear Leasing Administrator:

Please note that the site listed above was purchased by K2 Towers II, LLC on 11/30/18, from O.E. Investments Ltd. Effective immediately, please change both remit to and contact address as listed:

Remit and Notice Address:

By Mail -

K2 Towers II, LLC
Audrey Jackson, Controller
86 West Street
Chagrin Falls, Ohio 44022

Electronic -

City National Bank
ABA: 122016066
Account: 210400699

Included with this cover, please find the following information:

K2 Towers II - Contact Information
Assignment of Tower Space Licenses
W-9

Sincerely,

Audrey Jackson, CPA
Controller
K2 Towers II, LLC

K2 Towers II, LLC – 86 West Street, Chagrin Falls, OH 44022
Phone: (440) 528-0325 / Fax (440) 528-0334

1. **AI-67891** Discussion, consideration and approval of a Facility Use Agreement between Hidalgo County and American Red Cross for sites and facilities located in Pct. 4 with authority to execute document(s) by County Judge, Court Member or Executive Officer.
2. **AI-67880** Authority to advertise and approval of procurement packet [subject to TxDOT's written notice of request for federal funding prior to release of packets to interested vendors/parties which may prompt the changing of applicable dates] for: North Alamo Realignment Project (from FM 1925 to 0.54 miles N) in Hidalgo County Precinct No. 4, RFB No 2018-276-12-26, including re-advertisement of project when/if necessary or required.

G. Sheriff's Office

1. **AI-67823**
 - A. Ratification of Purchase Order #789539 issued on 11-27-18 for hemodialysis treatments required for an inmate [post hospitalization] inasmuch as existing contract had expired with rates under said agreement honored until action on new agreement by HCCC contained herein and below; *(in Mission)*
 - B. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(4) and as also required by Texas Administrative Code-Title 37, Chapter 273, Rule 273.1 in connection with inmates requiring hemodialysis treatments due to renal failure pre-existing prior to detention or diagnosed while in detention;
 - C. Approval of an agreement with USRC Edinburg, LP for Hemodialysis treatments (for already on-going before incarceration or as diagnosed and prescribed by physicians) for Hidalgo County Sheriff's Office to include Single Patient Agreements with authority for Sheriff and/or Chief Deputy to sign said agreements on an "as needed basis". *(Mission)*
2. **AI-67833** Authority and approval to exercise the Sixty (60) Day grace period extension as provided in the current agreement (E-18-031-12-19) for the purposes of Psychological Evaluations Services for Detention, Patrol & Communication Officers at Sheriff's Office", under the same rates, terms and conditions with Gregorio Pina< III, PhD effective 01/03/19 and expires 03/03/19 or upon completion of the procurement process (whichever comes first) and is in the best interest of Hidalgo County.

3. **AI-67827** Acceptance and approval of a Tenant Estoppel Certificate with authority for County Judge to execute document in connection with the "Lease of Tower Space - FM 1925 & Rooth Road" - Hidalgo County Sheriff's Office with O. E. Investments, Ltd. - E-18-017-02-20.

H. Co. Wide

1. **AI-67605** Acceptance and approval of "First Amendment" to Contract [C-18-082-04-24] between County and Vendor to reflect name change of company from TIBH Industries, Inc to Workquest.

25. Open Forum — none (2-left)

- H. **AI-63662** Approve a clarification to C/AI# 63448 of 2-06-18 to reflect the grace period extension expiration date from 06-01-18 [as stated on original caption] to the correct date of 05/03/18 - 07/01/18.

- I. **AI-63642** Requesting approval of payment for the following invoices listed below submitted by project engineer, B2Z Engineering, LLC., for engineering services provided for Pct 2 Projects:

Project Name	Invoice Date	Invoice #	Amount	PO#
Industrial Blvd. & Valmex Road Project	02/01/18	20056	\$725.25	770538
County Wide Shop Facility Project	02/01/18	20057	\$7,958.70	760512
Military Highway Extension Project	02/01/18	20058	\$37,696.94	770537
Off System Bridge Repair Detail Project	02/01/18	20059	\$3,114.99	764295
Las Milpas Park Youth Facility Project	02/01/18	20060	\$4,848.95	767363

- J. **AI-63627** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement, etc.) as attached hereto for: Hidalgo County Sheriff's Office "Drug and Alcohol Testing Services" - RFB No.: 2018-042-00-00-FAZ, including re-advertising if/when necessary and/or required.

- K. **AI-63649** Pct. 1 requests the removal of Asset #73702 - Self- Priming Pump/Odessa Pumps with Serial Number 2331821 due to theft and as further documented and supported in attached documentation.

- L. **AI-63638** 332nd District Court:
Approval to enter into a 48 month Capital Lease with G.E. Capital Information Technology Solutions,dba, Ricoh USA, Inc. for 332nd District Court.

Department	REQ#	Months	Model	Monthly Payment
332nd District Court	365337	48	MPC4504	\$173.31

- M. **AI-63471** Approval to exercise the County's option to extend for the seventh (7th) of nine (9) one (1) year terms under contract #E-17-021-12-13 - "Lease of Tower Space" with OE Investments for Hidalgo County Sheriff's Office under the same rates, terms, & conditions.

- N. **AI-63504** Approval to exercise the County's option to extend for the final one (1) year term under contract #E-17-022-12-13 with South Texas Communications for "Repairs, Removal and Installation and/or Purchase of Mobile Radios, Computers, & Other Miscellaneous Emergency Equipment" for Hidalgo County Sheriff's Office under the same rates, terms, and conditions.

- O. **AI-63572**



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

January 25, 2018

E-18-017-02-20

Othal E. Brand, Jr., President/C.E.O.
c/o Bea Juarez
OE Investments, LTD.
P O Box 4408
McAllen, Texas 78502

via email: obrand@rioplexwireless.com
via email: bjarez@rioplexwireless.com

Re: HB Form 1295 Required/Renewal/Extension Notice
Original Contract Number - C-11-026-03-21 - "Lease of Tower Space for Hidalgo County Sheriff's Office"
Current Contract Number - E-17-021-12-13

Dear Mr. Brand:

Be advised that Hidalgo County has chosen to exercise the option to extend the Seventh (7th) of nine (9) one (1) year term contract under the same rates, terms, and conditions with OE Investments, LTD for the above-referenced project. In order to proceed, as of January 1, 2016, the County is required, to comply with the Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract/renewal being considered, a business must submit a completed Certificate of Interested Parties Form 1295 to the county before the County may enter into a contract/renewal with the business entity.

Thus, in order for County staff to process the above-referenced extension/renewal; you must complete and file Form 1295 with the Texas Ethics Commission. Form 1295 can be found at the following website:

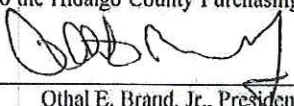
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of Form 1295, provide reference No. **E-18-017-HGO**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of Renewal/Extension for referenced project by Commissioners Court on February 13, 2018, the signed notarized "HB Form 1295" and "Extension Notice" must be received in our office completed via fax to (956) 292-7612 or via email to: heidi.ortiz@co.hidalgo.tx.us by no later than Monday, January 29, 2018. Hidalgo County cannot enter into a contract/renewal until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in a delay of the award.

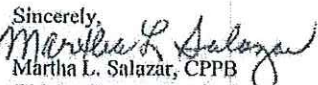
In, addition, please include your "Updated Certificate of Insurance" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: heidi.ortiz@co.hidalgo.tx.us by no later than the date reflected above.

By:


Othal E. Brand, Jr., President/CEO

Date: 01/29/18

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/hgo

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

O E Investments Ltd
McAllen, TX United States

Certificate Number:
2018-306995

Date Filed:
01/29/2018

Date Acknowledged:
01/30/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-18-017-HGO
Communication Tower Space

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-306995

Date Filed:
01/29/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

O E Investments Ltd
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-18-017-HGO
Communication Tower Space

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Othel E. Brand, Jr., and my date of birth is 04/25/53.

My address is 4800 N. 23rd St. McAllen TX 78504 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 29 day of 01, 2018.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



OEINVES-02

CANPA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2018

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 have ADDITIONAL INSURED provisions or 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
Shepard Insurance Agency
5801 N 10th St Ste 600
McAllen, TX 78504

CONTACT
NAME:
PHONE
(A/C, No, Ext): (956) 686-3888 FAX (A/C, No): (956) 682-5650
E-MAIL
ADDRESS: shepard@shepins.com

INSURED

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

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Evanston Insurance Company

INSURER B: State Automobile Mutual Ins Co

25127

INSURER C: Texas Mutual Insurance Company

22945

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	X		3EN5140	01/18/2018	01/18/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/IOF AGG \$ Excluded
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		BAP228759807	08/18/2017	08/18/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001208277	01/28/2018	01/28/2019	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT No. 1 to
SERVICE CONTRACT
C-11-026-03-21**

This **AMENDMENT** to the **CONTRACT** between **O. E. Investments, Inc.**, (the "Lessor") and **HIDALGO COUNTY** (the "Lessee"), effective the 17th day of **May, 2011**, is made between the Lessor and the Lessee, (the "Amendment"), as follows:

WHEREAS, Lessor and Lessee entered into a Contract dated **March 21, 2011**, with the "initial lease term" commencing, March 1, 2011, expiring February 29, 2012, in which the Lessor agreed to lease: "**Lease of a Tower Space**" for the **Hidalgo County Sheriff's Office**" (the "Lease");

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of this mutually agreed Amendment to the Lease, Lessor and Lessee hereby agree to the following Amendment to the Lease Agreement:

1. Article 4 (Utilities), in the Contract is hereby deleted in it's entirety and replaced with the following in lieu thereof:

Article 4 - Utilities – Lessor shall pay or cause to be paid all charges for electricity used on the Property throughout the term of this lease.

2. Article 7.03 (Addition of New and Replacement Equipment) in the Contract is hereby deleted in it's entirety and replaced with the following in lieu thereof:

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

3. Article 12.02 (Duty Not to Impair Lessee's Operations) in the Contract is hereby deleted in it's entirety and replaced with the following in lieu thereof:

Article 12.02 - Duty Not to Impair Lessee's Operations. Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and Lessor shall require any other lessee's and licensees' use and operation of radio or television transmission equipment on the Property to be only utilized in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property.

4. Except as modified herein, all terms and conditions of the Lease, as amended, remain in full force and effect. Lessor and Lessee ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

LESSEE
HIDALGO COUNTY

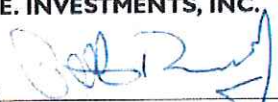
By: 
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 5/17/11 120

ATTEST:

By: 
Arturo Guajardo, Jr., County Clerk

LESSOR
O. E. INVESTMENTS, INC.

By: 

Printed Name: Othal E. Brand, Jr.

Title: President

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: 
Stephen L. Crain, Attorney

APPROVED

AI-26602**19.D.1.****Approval of Amend#1-Contract# C-11-026-03-21-OE Investments Inc.****CC REGULAR****Date:** 05/17/2011**Submitted By:** Letty Saenz, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Sub-category:** Prct. 4**Information****CAPTION**

✓ Approval of Amendment No. 1 to Lease Agreement #C-11-026-03-21 with O E Investments, Inc. for the "LEASE OF TOWER SPACE" for Hidalgo County Sheriff's Office (approved by CC 03/21/11)

BACKGROUND

Amendment #1 to C-11-026-03-21-O E Investments Inc
Contract Document#C-11-026-03-21

Fiscal Impact**FISCAL YEAR:** 2011**ACCT. #:** 1-1100-421-00-280-001-0-441**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Funding available as of 5-12-11. PO# 655362 available balance as of 5-12-11
\$22,000.00

Initial lease term \$ 2,200 per month for a one (1) year period.

The rental amount during the Renewal term, if Lessee exercises its renewal options, shall increase every year as described on Exhibit B-Bid page 1, 2, and 3

Attachments

Link: verbal ok by legal to Marty

Link: contract document#C-11-026-03-21-OEI

Link: amendment#1-OEI-C-11-026-03-21

Link: email

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/12/2011 11:33 AM	APRV
2	Budget & Management	Erika Zamora	05/12/2011 12:00 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/12/2011 01:30 PM	APRV
4	Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Letty Saenz Started On: 05/11/2011 10:21 AM
Final Approval Date: 05/12/2011

May 17, 2011**AGENDA**

**CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
May 17, 2011
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 in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** All Present
2. **Pledge of Allegiance** All
3. **Prayer** Comm. Quintanilla
4. **Approval of Consent Agenda** 11 d all approved
5. **Open Forum**
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"

- B. AI-26640** Approval of Library Interlocal Agreements between Hidalgo County and the following cities: Alamo, Donna, Edinburg, Elsa, Hidalgo, La Joya, McAllen, Mercedes, Mission, Pharr, San Juan and Weslaco.

- C. AI-26646** 1. Approval to create the following full-time position:

Slot No.	Position Title	Salary
0030	Assistant Budget Officer (Non-classified)	\$77,000.00

2. Approval to waive Job Posting procedures to fill Assistant Budget Officer position, slot no. 0030.

3. Approval of interdepartmental transfer.

4. Approval of revised salary schedule.

- D. AI-26596** Approval to accept a settlement check from Damacio S. Contreras in the amount of \$145.00 to settle property damage to a county vehicle. (Const P2)

- E. AI-26591** County Wide Insurance (1100):
1. Approval to accept renewal of accidental coverage insurance for volunteers from Montalvo Insurance Agency - Coverage period: 6/5/11 to 6/5/12 and authorize Executive Officer to sign documents

2. Approval of payment of Invoice dated 5/10/11 from Montalvo Insurance Agency in the amount of \$788.00 for accidental coverage insurance for volunteers with authority for County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

May 17, 2011

2. AI-26608 Designated Purpose Level 0 (1280):

approved

Approval of 2011 appropriation/transfer from General Fund unreserved fund balance (1100) to Hurricane Alex (1280) in the total amount of \$123,609.53 (75% of FEMA Reimbursement) as per Texas Local Government Code Section 111.070 to address emergency expenditures related to Hurricane Alex.

B. Salary Schedule Changes:**1. AI-26638 Employee Benefits Division (Funds 2201 & 2202):**

a. Approval to create the following full time positions:

approved a-c

Department/ Program	Slot No.	Position Title	Classification	Salary
DBM- Health Benefits Adm 115-009	012	Accountant IV	G14,S1	\$50,487.00
DBM - W/C Division 115-065	012	Claims Investigator I	G11,S1	\$40,078.00

b. Approval of appropriation(s) of funds.

c. Approval of revised salary schedules.

19. 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

nothing to report

1. Current Inter-local(s) and/or contract(s) for the "Housing of Inmates"**2. Presentation for discussion, consideration and action**

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

nothing to report

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

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

nothing to report

- a) Renovations of administration building
- b) Other ongoing county owned building construction, renovation repair projects
- c) Emergency situations occurring since last agenda meeting

4. AI-26572 Discussion and action on the following in connection to RFB NO: 2011-010A-03-09-SGS-Mats-Dust Mops and Shop Rags-Hidalgo County;

approved

a. Requesting rescission of action taken on 04/26/11-AI#25961 for the award of bid and approval of a contract - specifically with UniFirst Corporation including Product #3-Wipes (through the drawing of lots) inasmuch as vendor is refusing to execute contract for the three (3) awarded items as detailed in e-mail attached herein; and,

approved

b. Approval to award the three items above (originally awarded to UniFirst) to next low bidder-G&K Company and inclusion of said items in their contract.

5. AI-26616 Acceptance and approval of the final negotiated contract/agreement (viewed and approved as to

http://68.88.107.138/frs/publish/print_agenda.cfm?seq=1335&mode=print&CFID=87058&CFTOKEN=6... 5/16/2011

approved

form by legal counsel) which includes the best and final offer with Vazaldua and Associates for "Consulting Services for Hidalgo County Energy Efficiency and Conservation Strategy" project. (RFQ No.: 2010-339-10-20CGV)

approved

6. **AI-26583** Requesting approval to declare as surplus numerous items and vehicles (County-owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 263.152.(a)(1) and as further detailed on the Exhibit attached hereto.

B. Pct. 2

approved

1. **AI-26555** Acceptance, and approval of Work Authorization No.1 with estimated cost of \$6,180.90 for LJ Lateral Drainage Improvements Phase 2 - Alamo Road Crossing Project with Raba-Kistner Consultants, Inc. to provide construction material testing services to Hidalgo County Precinct No.2 - C-11-110-04-12.

approved

2. **AI-26604** a. Requesting exemption from competitive bidding requirements pursuant to Texas Local Government Code, Chapter 262, Section .024 (a) (7) (C), "...an item that can be obtained from only one source, including, ... other utility services...";

approved

b. Approval of the Sole Source Declaration for Texas Eastern, a wholly owned subsidiary of Spectra Energy Transmission, LLC including the purchase of goods and/or services related to the modification of the pipeline crossing for the El Gato Road Improvement Project;

C. Pct. 3

1. **AI-26585** Requesting authorization/approval to request proposals from awarded Job Order Contractors (through County's membership and participation in various cooperative purchasing programs/association, etc.) for the repairs & renovations to Anzaldua's Boating Dock & Floating Ramp project #2011-156-OGG :

approved

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 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; or, in the alternative;

approved

b. Request authority to proceed with sealed procurement process through conventional construction method and approval to advertise same with plans and specifications.

D. --Pct. 4- SHERIFF'S OFFICE

approved

1. **AI-26602** Approval of Amendment No. 1 to Lease Agreement #C-11-026-03-21 with O E Investments, Inc. for the "LEASE OF TOWER SPACE" for Hidalgo County Sheriff's Office (approved by CC 03/21/11)

E. Colonia Access Program Pct. 3

approved

1. **AI-26573** a. Recommendation by project engineer, Javier Hinojosa Engineering for action to rescind bid awarded to SDM Partners on 02-22-11 for the BCAP project listed/detailed below for failure by vendor, SDM Partners to obtain and provide required bonds for the following:

1. C-CAP-10-379-02-22 Road & Drainage Construction for La Suenia Subdivision.

approved

b. Recommendation by project engineer, Javier Hinojosa Engineering for CC to award bids on the project listed in caption item above to the next lowest bidders meeting all specification for the listed BCAP projects.

1. Asago, LLC DBA Asago Construction \$299,000.00 C-CAP-10-379-02-22 Road & Drainage Construction - La Suenia Subdivision

F. Colonia Access Program Pct. 4

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-11-026-03-21

THIS AGREEMENT is made and entered into this **21st** day of **March, 2011** by and between **O. E. INVESTMENTS, LTD.**, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as Lessee.

ARTICLE I. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit "A-1" and Exhibit "A-2", hereto, in Hidalgo County, Texas (hereinafter referred to as the "Property").

ARTICLE 2. LEASE TERM
Term

2.01 This lease shall be a term of **one (1) year** hereinafter referred to as the "initial lease term" commencing on **March 1, 2011** and expiring on **February 29, 2012**; subject, however, to earlier termination as hereinafter provided.

Renewal

2.02 Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for **nine (9) additional one (1) year terms** (the "Renewal Term(s)" as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "A", under the same terms and conditions set forth in this Agreement except that the rent amount for the Property shall be established as proposed by Lessor in Exhibit "B" (the "Bid Page") and which was accepted by County. Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

Holdover

2.03 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 2.03 shall not be construed as Lessor's consent for Lessee to hold over.

Voluntary Termination

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

Commitment of Current Revenues Only

2.05 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rent for the use and occupancy of the Property during the initial lease term the sum of **Two Thousand Two Hundred Dollars (\$2,200.00)** per month for a **one (1) year period**. The rental amount during the Renewal Term, if Lessee exercises its renewal options, shall increase every year thereafter as described and attached hereto **Exhibit B-Bid Page 1, 2 & 3** during the nine (9) one (1) year renewal terms. Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on, **March 1, 2011** rent hereunder, when and as the same may become due and payable, shall be paid in lawful money of the United States at the time to the Lessor at: **P.O. Box 4408, McAllen, Texas 78502**, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

3.02 Lessor also leases to Lessee approximately twenty (20) square feet of the interior of that certain air conditioned, solid concrete building with generator backup located on the property described on Exhibit A-2 (the "Equipment Building") for location of Lessee's transmitter and other ancillary equipment. Lessor grants Lessee unlimited access to the Equipment Building twenty-four hours of the day, seven days a week during the term of this Lease.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

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

ARTICLE 6. REPAIR AND MAINTENANCE

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

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

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

Alteration, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Exhibit A-1, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 Addition of New and Replacement Equipment. In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added. In no event, however, will the total rental costs associated with this Lease Agreement exceed Twenty-five Thousand Dollars and no/100ths (\$25,000.00) per year.

Damage or Destruction

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

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien on the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **March 1, 2011** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

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

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

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

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

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

LESSOR

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

LESSEE

County Of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

With copy to:

Hidalgo County Sheriff's Office
Attn: Guadalupe "Lupe" Trevino, Sheriff
P. O. Box 1228
Edinburg, Texas 78541

Parties Bound

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

Texas Law to Apply

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

Legal Construction

10.04 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

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

Amendment

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

Waiver of Default

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

Attorney's Fee

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

ARTICLE 11. WAIVER OF SUBROGATION

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

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

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

Duty Not to Impair Lessee's Operations

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

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

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

APPROVED BY COMMISSIONER COURT ON March 21st, 2011.

APPROVED AS TO FORM:

Atlas & Hall, .LL.P.

By: [Signature]
Stephen L. Crain, Attorney

LESSEE:

County Of Hidalgo

By: [Signature]
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 3-21-11 [Signature]

LESSOR:

O.E. Investments, Ltd

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

ATTEST:

[Signature]
Arturo Guajardo, Jr., County Clerk

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



PURCHASING DEPARTMENT
County Of Hidalgo

December 28, 2010

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids --"LEASE OF TOWER SPACE"
Bid No: 2011-026-01-12-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures



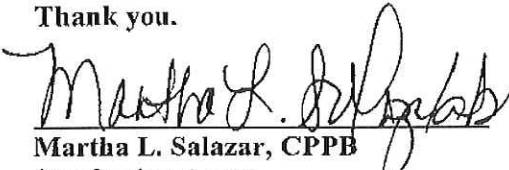
PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
Bid No: 2011-026-01-12-ERT**

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 4 pages.
4. Exhibit "B" Bid Page consisting of 3 pages.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application, consisting of 2 pages.
8. W-9 form, consisting of 4 pages.
9. Certification Regarding Debarment consist of 1 page.
10. Draft Lease Agreement, consisting of 12 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.


Martha L. Salazar, CPPB
Purchasing Agent

December 28, 2010
Date

Bid No: 2011-026	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882
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REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

"LEASE OF TOWER SPACE"

BID OPENING DATE:

JANUARY 12, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO: 2011-026-01-12-ERT

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE -- "LEASE OF TOWER SPACE"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2011-026-01-12-ERT HIDALGO COUNTY SHERIFF'S OFFICE - "LEASE OF TOWER SPACE"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JANUARY 12, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-026-01-12-ERT RFB-HIDALGO COUNTY SHERIFF'S OFFICE -- "LEASE OF TOWER SPACE"**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE - "LEASE OF TOWER SPACE"** 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 Sheriff's Office
Attn: Myra Montoya
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17. Schedule of Events

Bid Opening, 9:30 AM	<u>JANUARY 12, 2011</u>
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. 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 & 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 bidders 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 45CFR Part 76.

. 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 bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;

- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
BID NO.: 2011-026-01-12-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

Exhibit "A"

**HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
RFB. No. 2011-026-01-12-ERT
SPECIFICATIONS**

Hidalgo County is seeking to lease tower space for the Hidalgo County Sheriff's Office. Specifications are as follows, but not limited to the following:

Specifications & Requirements, Terms & Conditions

- 1). All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.
- 2). Lease property must have shelter to house transmission, reception and rebroadcast equipment.
- 3). Tower shelter must have electricity and air condition system.
- 4). Tower shelter should be of block construction or other construction capable of withstanding sustained hurricane force winds.
- 5). Tower site must have a back up power source, generator preferred, capable of providing electricity for Sheriff's Department equipment and tower operations for a period of forty-eight (48) hours.
- 6). Height of tower should be four hundred eighty (480) ft. or taller.
- 7). Tower must meet all F.A.A. and F.C.C guidelines and be licensed by the F.C.C and tower provider shall attach a copy of each F.C.C. Antenna Site Registration.
- 8). Tower site shall be an existing site or a new site, with construction to be completed and ready for installations of equipment, meeting all city, county, state, and federal standards by the 1st day of January, 2011. Tower site must be geographically located within 2 nautical miles of the following:

Latitude	Longitude
26-20-26.2N	98-13-58.4W

This is essential to ensure County Wide radio coverage for mobile radio, portable radio and mobile data radio systems.

- 9). Tower must be equipped with a Tower Top Amplifier, 10db. Gain at 453 mhz. Sheriff's Department data radio will be connected to this amplifier for receive only.
- 10). Tower provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

- 11). Tower rent must include cost of electricity.
- 12). Lessor throughout the lease term, will maintain the property and keep it free of waste and nuisance.
- 13). Lessor throughout the lease term, at his own expense will maintain air conditioning systems all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons an all other components of the property.
- 14). Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.
- 15). Lessor agrees that Hidalgo County employees and contracted agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment subject to the lessor's approval/disapproval.
- 16). Lessor agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Lessee's use of the property.
- 17). Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, substance) on the site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.
- 18). Tower must have the capability for six circuits to be connected to ATT, SBC or Southwestern Bell Telephone.
- 19). Lessor must submit property legal description and a warranty deed.
- 20). Vendor must provide bid on initial term including all renewal terms.
- 21.) Bid award will be based on a total lump sum basis to the lowest bidder meeting all requirements and specifications.
- 22). Hidalgo County Sheriff's Office shall be allowed to replace current existing equipment used on the property with the prior written consent of awarded bidder without experiencing an increase in monthly rental costs. However, In the event, Hidalgo County Sheriff's Office desires to add "new" equipment to the property currently not in place at Hidalgo County Sheriff's Office expense, Hidalgo County Sheriff's Office shall also seek the prior written consent of awarded bidder, and awarded bidder shall submit a written proposal to Hidalgo County Sheriff's Office of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to the addition of new equipment, then the new equipment may be added.

Equipment to be installed at tower site

Hidalgo County Sheriff's Department will install the following antennas, lines, and transmitters.

- UHF Antenna @ 480 feet
- VHF Antenna @ 480 feet
- 1 VHF Antenna @ 400 feet
- 1 VHF Antenna @ 200 feet

All cables will be 7/8 inch heliax screwed to tower with tie wire and be grounded at both top and bottom. The Hidalgo County Sheriff's Department will install 3 VHF transmitters and one UHF transmitter at site.

Two Macom transmitter's serial numbers 98775246 and 98775247
 Two V.H.F. Duplexors serial numbers 311-6142-A and 55412-A
 One transmit antenna combiner
 One Motorola MSR-2000 serial number 482CRG0227
 One data radio transmitter serial number 12343

Premises:

Tower Space(s) at the elevation of 480, 480, 400, 275 feet on an approximately 480 foot transmission tower located at Latitude 26° 20' 26" and Longitude 98° 13' 58", together with the nonexclusive right to the use of the tower structure for transmission cables and/or wave guides and for access to lessee's antenna. Approximately 20 square feet, (20 square feet representing four (4) transmitter boxes) of equipment shelter space to house Lessee's transmission, reception and rebroadcast equipment in and around the equipment building located on the property.

Frequencies:

-TX 155.625 -TX 155.730 -TX 155.370 -TX 453.100
 RX 154.770 RX 154.815 RX 154.950 RX 458.100
 RX 155.370

Terms and Conditions:

- 1). The initial term of the lease contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for nine (9) additional one (1) year terms.
- 2). Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.
- 3). Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- 4). 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.
- 5). 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 from the next low bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

- 6). Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessee. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessee to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property.
- 7). Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessee may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interests, with any reasonable cost therefore to be payable by Lessor.
- 8). The awarded bidder shall adhere to the following insurance requirements:
Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; the award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, January 5, 2011 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, January 7, 2011 by 5:00 p.m.

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"

BID No: 2011-026-01-12-ERT

Bid Opening Date: JANUARY 12, 2011 at 9:30 AM

Note: Vendor must provide bid on initial term including all renewal terms.

Initial 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 1 st term of 1 year (12 months)	
Below are the Renewal Options – nine (9) one (1) year terms	
2nd 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 2 nd term of 1 year (12 months)	
3rd 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 3 rd term of 1 year (12 months)	
4th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>

Total cost per month	
Total cost for 4 th term of 1 year (12 months)	
5 th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 5 th term of 1 year (12 months)	
6 th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 6 th term of 1 year (12 months)	
7 th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 7 th term of 1 year (12 months)	
8 th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 8 th term of 1 year (12 months)	
9 th 1 year term:	

<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 9 th term of 1 year (12 months)	
10th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 10 th term of 1 year (12 months)	
Grand Total	
<u>Description</u>	<u>Bid Amount</u>
Total Cost for 10 years (120 months)	
FCC Antenna Site Registration #	

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

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

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

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

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

Revised 10/02/08

ACORD CERTIFICATE OF INSURANCE DATE (MM/DD/YY)			
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	
COVERAGES			
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
INSR (LR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY) POLICY EXPIRATION DATE (MM/DD/YY)
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE & OCCUR ☐ OWNER'S & CONT. PROT. ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ SOO		EACH OCCURRENCE \$ FIRE DAMAGE (Any one loss) \$ MED. (Any one person) \$ PERSONAL ADVISORY \$ TOTAL AGGREGATE \$ PRODUCTS - COMPOP \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HOV-2 AUTOS ☐ NON OWNED AUTOS		COMBINED SINGLE LIMIT (PA AGG) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	GARAGE LIABILITY ☐ ANY AUTO		AUTO ONLY PA AGG \$ OTHER THAN AUTO ONLY PA AGG \$ AUTO ONLY \$
D	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE & OCCUR ☐ DEDUCTIBLE \$ ☐ RETENTION \$		EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ WC STATUTORY LIMITS ☐ OTHER
E	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY		E1: EACH ACCIDENT \$ E2: DISEASE-PA EMPLOYEE \$ E3: 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 Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		ADDITIONAL INSURED: INSURER LETTER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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	
		CANCELLATION	

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- • will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- • will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- • have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
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.		
Signature of person doing business with the governmental entity Date		

**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 email: 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: _____

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

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.

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 indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "A-1"
LEGAL DESCRIPTION

**LEASE OF TOWER SPACE IN
THE CITY OF EDINBURG, TEXAS**

That space located 498 feet above ground level (AGL) or 613 feet above mean sea level (AMSL) on that certain tower located in Edinburg, Texas on that certain property more particularly described in Exhibit A-2 attached hereto.



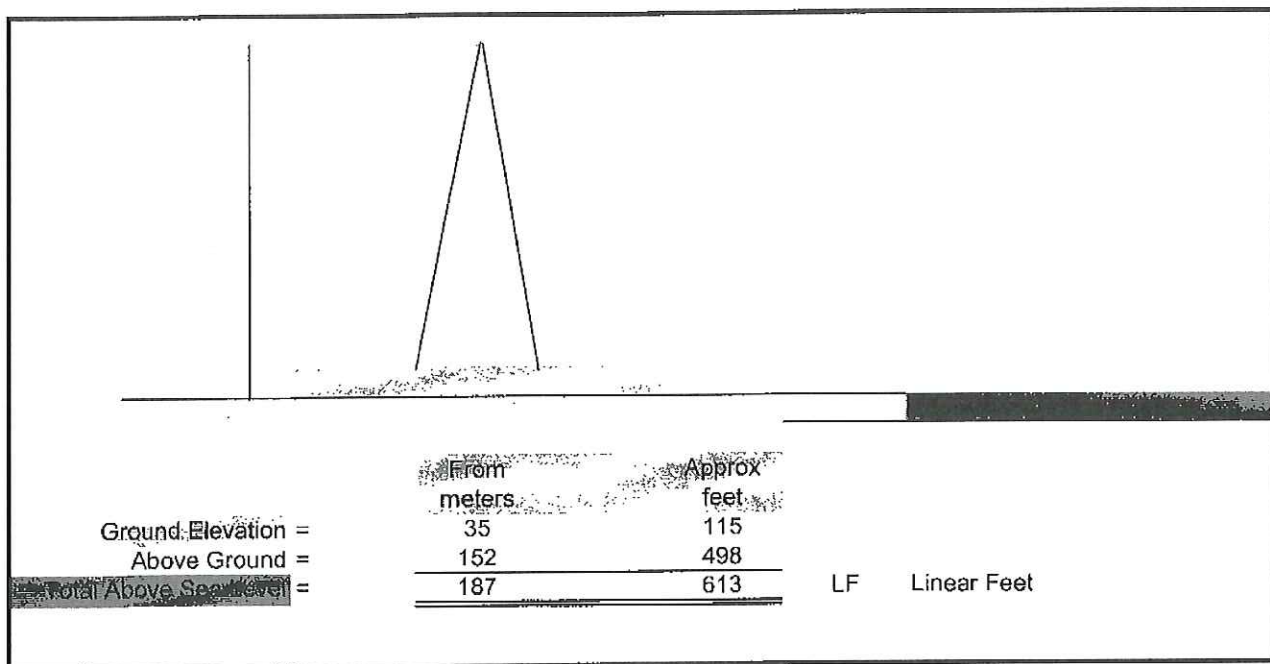
UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION



ANTENNA STRUCTURE REGISTRATION

Part 17 of the FCC rules requires you to: (1) immediately provide a copy of this registration to each FCC licensed tenant of your structure (although not required, you may want to use Certified Mail to obtain proof of receipt); and, (2) display the Registration Number in a conspicuous place visible near the base of the structure (unless a government entity objects, in writing, to the display near a historic landmark). SEE INFORMATION ON REVERSE.

Owner: O E INVESTMENTS INC O E BRAND JR PO BOX 4408 MCALLEN TX 78502-4408	Registration Number: 1062608
	Issue Date: 05/21/99
Location of Antenna Structure: FM 1925 & ROUTH RD EDINBURG TX	Ground Elevation: 35.0 meters
	Overall Height Above Ground (AGL): 152.0 meters
Latitude N26-20-26	Longitude W098-13-58 NAD 27
Overall Height Above Mean Sea Level (AMSL): 187.0 meters	
Painting and Lighting Requirements: FCC Paragraphs 1, 3, 4, 13, 21 attached Special Conditions:	





Antenna Structure Registration

[FCC](#) > [WTB](#) > [ASR](#) > [Online Systems](#) > Registration 1062608

[FCC Site Map](#)

ASR Registration Search

Registration 1062608

[? HELP](#)
[New Search](#) [Return to Results](#) [Printable Page](#) [Reference Copy](#)

Registration Detail

Reg Number	1062608	Status	Constructed
File Number	A0073158	Constructed	01/01/1987
FAA Study	87-ASW-0746-OE	EMI	No
FAA Issue Date	06/02/1987	NEPA	No

Antenna Structure

Structure Type TOWER - Free standing or Guyed Structure used for Communications Purposes

Location (in NAD83 Coordinates - [Convert to NAD27](#))

Lat/Long 26-20-26.0 N 098-13-58.0 W FM 1925 & ROUTH RD

City, State EDINBURG , TX

Center of
AM Array

Heights (meters)

Elevation of Site Above Mean Sea Level	Overall Height Above Ground (AGL)
35.0	152.0
Overall Height Above Mean Sea Level	Overall Height Above Ground w/o Appurtenances
187.0	146.0

Painting and Lighting Specifications

FCC Paragraphs 1, 3, 4, 13, 21

Owner & Contact Information

FRN

Licensee ID

Owner

O E INVESTMENTS INC
P.O. Box 4408
MCALLEN , TX 78502-4408

P: (956)793-0103
E:

Contact

P:
E:

Last Action Status

Status	Constructed	Received	03/24/1999
Purpose	New	Entered	03/25/1999
Mode	Mail In (Manual)		

Related Applications03/24/1999 A0073158 - New (NE)**Comments****Comments**

None

Automated Letters

None

ASR Help[ASR License Glossary](#) - [FAQ](#) - [Online Help](#) - [Documentation](#) - [Technical Support](#)**ASR Online Systems**[TOWAIR- CORES/ASR Registration](#) - [ASR Online Filing](#) - [Application Search](#) - [Registration Search](#)**About ASR**[Privacy Statement](#) - [About ASR](#) - [ASR Home](#)**Registration Search**

By Registration Number

EXHIBIT "A-2"
PROPERTY LEGAL DESCRIPTION

**LEASE OF TOWER SPACE IN
THE CITY OF EDINBURG, TEXAS**

101654
WARRANTY DEED

OFFICIAL RECORDS

THE STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

That WE, WILLIAM E. CHEATHAM and wife, JULIA CHEATHAM, of the County of Pima and State of Arizona for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged,

has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto

O. E. INVESTMENTS, INC.

of the County of Hidalgo and State of Texas, all of the following described real property in Hidalgo County, Texas, to-wit:

The South 11.72 acres of the North 31.72 acres of the combined Lot Eleven (11), Block Four (4) and all of Block Two (2), M and M Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 8, Page 20, Map Records, Hidalgo County, Texas, together with the existing fruit crop now growing on the above described property.

SUBJECT TO THE FOLLOWING:

- (1) Reservation of all oil, gas and other minerals, except as to 1/8 of 1/8, non-participating royalty interest contained in deeds dated May 20, 1961, recorded in Volume 1008, Page 92, and dated May 5, 1966, recorded in Volume 1144, Page 879, Deed Records, Hidalgo County, Texas.
- (2) Easement for RIGHT OF WAY granted to J. ARTHUR DAVIS, as set forth in instrument recorded in Volume 839, Page 237, Deed Records, Hidalgo County, Texas.
- (3) Easement for RIGHT OF WAY granted to SHARVLAND WATER SUPPLY CORPORATION, as set forth in instrument recorded in Volume 1639, Page 236, Deed Records, Hidalgo County, Texas.
- (4) Easement for RIGHT OF WAY granted to MASIC VALLEY ELECTRIC COOPERATIVE, INC., a Texas Corporation, as set forth in instrument recorded in Volume 1799, Page 285, Deed Records, Hidalgo County, Texas.
- (5) Easements, Rules, Regulations and Rights in favor of Hidalgo County Irrigation District No. 1.
- (6) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
- (7) Taxes for the year 1986 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whatsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 1st day of August, 1986.

William E. Cheatham
WILLIAM E. CHEATHAM

Julia A. Cheatham
JULIA A. CHEATHAM

EXHIBIT

3362

Correct as per
Arizona Structure
Registration

Property Rights Description

A 13.20 acre tract of land, more or less, out of a 21.72 acre tract out of the combined Lot Eleven (11), Block Four (4) and all of Block Two (2), M and M Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Page 20, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes, said tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point on the East line of Block 2, for the Northeast corner of the following described tract of land, said point being in Rooth Road and located South 9 degrees 01 minute West, 324.97 feet from the Northeast corner of Block 2;

THENCE, with the East line of Block 2, in Rooth Road, South 9 degrees 01 minute West 626.78 feet to the Southeast corner of the 21.72 acre tract, for the Southeast corner hereof;

THENCE, with the South line of the 21.72 acre tract, North 80 degrees, 12 minutes West, at 20.0 feet pass the West line of Rooth Road, at 45.0 feet pass an iron pipe on the West line of Magic Valley Electric Cooperative easement and at 917.6 feet an iron pipe, for the Southwest corner hereof;

THENCE, parallel to the East line of Block 2, North 9 degrees 01 minute East, 626.78 feet to an iron pipe on the North line of the 21.72 acre tract, for the Northwest corner hereof;

THENCE, with the North line of the 21.72 acre tract, South 80 degrees 13 minutes East, at 872.6 feet pass an iron pipe on the West line of Magic Valley Electric Cooperative easement, at 897.6 feet pass the West line of Rooth Road and at 917.6 feet the PLACE OF BEGINNING, containing 13.20 acres of land, more or less, of which the East 20.0 feet, comprising 0.30 acre, lies in Rooth Road right of way.

Reservations From and Exceptions to Conveyance and Warranty:

- a. Zoning and building ordinances in favor of the City of McAllen;
- b. Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. 1, pursuant to applicable sections of the Texas Water Code;
- c. Easements and reservations as shown according to the map or plat thereof recorded in Volume 8, Page 20, Map Records, Hidalgo County, Texas;
- d. Easements, or claims of easements, which are not recorded in the public records;
- e. Right of way easement granted to J. Arthur Davis, recorded in Volume 834, Page 237, being Document No. 14933, Deed Records, Hidalgo County, Texas;
- f. Right of Way easement granted to Sharyland Water Supply Corporation,

recorded in Volume 1639, Page 236, being Document No. 28806, Deed Records, Hidalgo County, Texas;

g. Right of way easement granted to Sharyland Water Supply Corporation, recorded in Volume 1641, Page 57, being Document No. 30348, Deed Records, Hidalgo County, Texas;

h. Easement and right of way granted to Magic Valley Electric Cooperative, Inc., a Texas Corporation, recorded in Volume 1795, Page 823, being Document No. 28503, Deed Records, Hidalgo County, Texas;

i. Easement and right of way granted to Magic Valley Electric Cooperative Inc., a Texas Corporation, recorded in Volume 1799, Page 285, being Document No. 31477, Deed Records, Hidalgo County, Texas;

j. Agricultural Use Statement dated September 16, 1993, filed September 16, 1993 under Document No. 343922, Official Records, Hidalgo County, Texas, executed by Paula K. Strait for O. E. Investments, Inc;

k. Memorandum of Lease Agreement made and entered into on September 20, 1996 by and between O. E. Investments, Inc. d/b/a McAllen Tower Company, as landlord and Sprint Spectrum L.P., as tenant, said Memorandum of Lease being filed on May 6, 1997, under Document No. 596505, Official Records, Hidalgo County, Texas;

l. Taxes for the year 1999 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership, all of which taxes Grantee, by acceptance of this deed, assumes and agrees to pay.

For Grantor and Grantor's successors and assigns, in common with Grantee and Grantee's successors, a reservation of the free, uninterrupted, and perpetual use of an easement over the passageway described in this paragraph and located on the property. This easement is to be twenty (20) feet in width, the center line of which shall be the existing telephone and electrical cable leading from Rooth Road to that certain 8.52 tract owned by Grantor herein and located west of the Property herein conveyed and on which is located a microwave tower. The said 8.52 acre tract shall be the dominant estate. The purpose of the easement is to provide ingress and egress, and for the purpose of installing and maintaining electrical, telephone, and communications service, to the dominant estate from Rooth Road.

By acceptance of this deed, Grantee covenants not to undertake any improvement or change in the Property herein conveyed that will impede the natural water flow from the 8.52 acre tract west of the property herein conveyed and owned by Grantor.

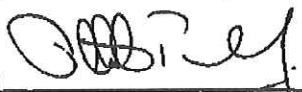
Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and

assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

O.E. INVESTMENTS, INC.

BY: 
Othal E. Brand, Jr.
President

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

§

This instrument was acknowledged before me on November 22, 1999, by Othal E. Brand, Jr., President of O.E. INVESTMENTS, INC., a Texas corporation, on behalf of said corporation.




Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

David J. Guerrero
Meyer & Guerrero, L.L.P.
308 North 15th Street
McAllen, Texas 78501

AFTER RECORDING RETURN TO:

David J. Guerrero
Meyer & Guerrero, L.L.P.
308 North 15th Street
McAllen, Texas 78501

WARRANTY DEED WITH VENDOR'S LIEN

Page 4 of 4

November 21, 1997

13.20 ACRES OF LAND OUT OF A 21.72 ACRE TRACT OUT OF LOT 11, BLOCK 4 AND BLOCK 2, M & M SUBDIVISION, AS RECORDED IN VOLUME 8, PAGE 20, MAP RECORDS, HIDALGO COUNTY, TEXAS.

BEGINNING at a point on the East line of Block 2, for the Northeast corner of the following described tract of land; said point being in Rooth Road and located South 9 Deg. 01 Min. West, 324.97 feet from the Northeast corner of Block 2;

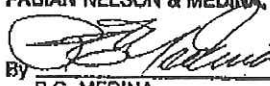
THENCE, with the East line of Block 2, in Rooth Road, South 9 Deg. 01 Min. West, 626.78 feet to the Southeast corner of the 21.72 acre tract, for the Southeast corner hereof;

THENCE, with the South line of the 21.72 acre tract, North 80 Deg. 13 Min. West, at 200.0 feet pass the West line of Rooth Road, at 45.0 feet pass an iron pipe on the West line of Magic Valley Electric Co-Op. easement and at 917.6 feet an iron pipe, for the Southwest corner hereof;

THENCE, parallel to the East line of Block 2, North 9 Deg. 01 Min. East, 626.78 feet to an iron pipe on the North line of the 21.72 acre tract, for the Northwest corner hereof;

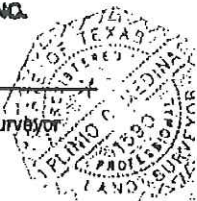
THENCE, with the North line of the 21.72 acre tract, South 80 Deg. 13 Min. East, at 872.6 feet pass an iron pipe on the West line of Magic Valley Electric Co-Op. easement, at 897.6 feet pass the West line of Rooth Road and at 917.6 feet the PLACE OF BEGINNING. Containing 13.20 acres, more or less, of which the East 20.0 feet, comprising 0.30 acre, lies in Rooth Road right-of-way.

FABIAN NELSON & MEDINA, INC.



By P.C. MEDINA

Registered Professional Land Surveyor



I, PLINIO C. MEDINA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP TO BE A REPRESENTATION OF SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PROPERTY FALLS IN ZONE "C" OF THE FLOOD INSURANCE RATE MAP.

Plinio C. Medina
PLINIO C. MEDINA
REGISTERED PROFESSIONAL LAND SURVEYOR
MCALLEN, TEXAS

STEV

B.52 AC. OF LAND
OUT OF LOT 11, BLK. 43
M. & M. SUB'D.
OF SECTION 231,
TEXAS MEXICAN RAILWAY
CO.'S SURVED,
MIDALGO COUNTY, TEXAS
RECORDED IN VOL. 8, P. 220 MR

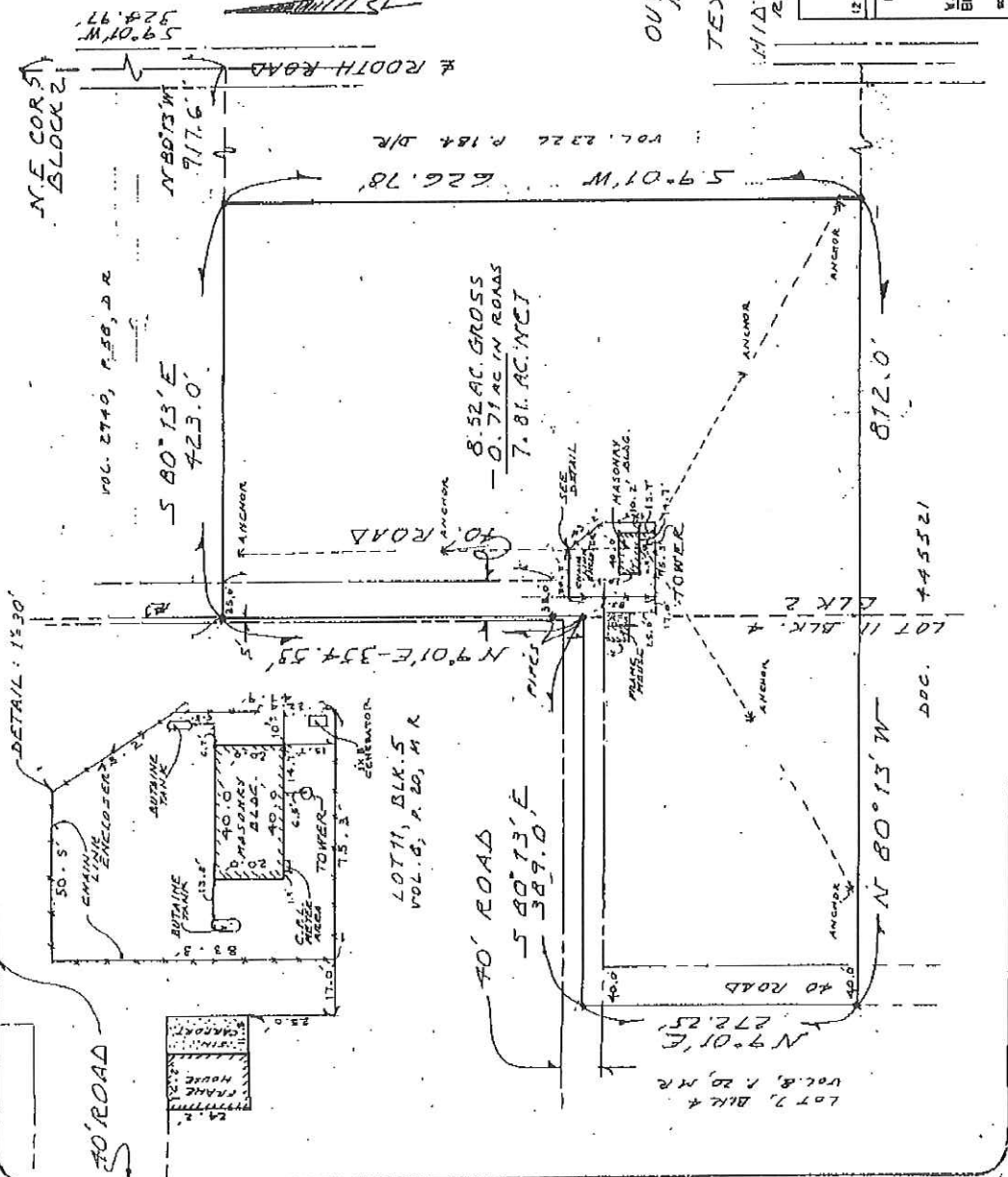
PREPARED BY
FABIAN, NELSON & MEDINA, INC.
329 N. 15TH ST. ST. PAUL, MINN.

TEL. 328 N. 15TH ST. FAX
(210) 682-3416 M=ALLEN, TEXAS 78501 (210) 682-3416

PLINIO C. MEDINA, MICHAEL FABIAN
REGISTERED PROFESSIONAL
LAND SURVEYORS

V.O. 4140-7
BK. TEX MEX PG. 566

SCALE: 1" = 100'



Equipment to be installed at tower site:

Hidalgo County Sheriff's Department will install the following antennas, lines, and transmitters:

- UHF Antenna @ 480 feet
- VHF Antenna @ 480 feet
- 1 VHF Antenna @ 400 feet
- 1 VHF Antenna @ 200 feet

All cables will be 7/8 inch helix screwed to tower with tie wire and be grounded at both top and bottom. The Hidalgo County Sheriff's Department will install 3 VHF transmitters and one UHF transmitter at site.

Two Macom transmitter's serial numbers 98775246 and 98775247

Two V.H.F. Duplexors serial numbers 311-6142-A and 55412-A

One transmit antenna combiner

One Motorola MSR-2000 serial number 482CRG0227

One data radio transmitter serial number 12343

Premises:

Tower Space(s) at the elevation of 480, 480, 400, 275 feet on 480' transmission tower located at Latitude 26degrees 20minutes and 26 seconds, and Longitude 98degrees 13minutes and 58seconds, together with the nonexclusive right to the use of the tower structure for transmission cables and or wave guides and for access to lessee's antenna. Approximately 20-square feet (20-square feet representing four (4) transmitter boxes) of equipment shelter space to house Lessee's transmission, reception and rebroadcast equipment in and around the equipment building located on the property.

Frequencies:

-TX155.625	-TX155.730	-TX155.370	-TX453.100
RX154.770	RX154.815	RX154.950	RX458.100
		RX155.370	

OE Investments acknowledges that the awarded bidder shall adhere to the following insurance requirements: Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building

as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; the award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

Term: The term of the lease contract will be for a period of One (1) year. Hidalgo County may in it's sole discretion elect the option to extend the contract for Nine (9) additional One (1) year terms.

EXHIBIT "B"
VENDOR'S BID

Bid
For

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
BID NO.: 2011-026-01-12-ERT

Original

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

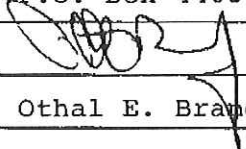
Bidder:	O.E. Investments, Ltd.
Address:	P.O. Box 4408, McAllen, TX 78502
By:	
Printed Name:	Othal E. Brand, Jr.
Title:	President & CEO

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
BID No: 2011-026-01-12-ERT
Bid Opening Date: JANUARY 12, 2011 at 9:30 AM

Note: Vendor must provide bid on initial term including all renewal terms.

Initial 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$2,200.00
Total cost for 1 st term of 1 year (12 months)	\$26,400.00
Below are the Renewal Options – nine (9) one (1) year terms	
2nd 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$2,310.00
Total cost for 2 nd term of 1 year (12 months)	\$27,720.00
3rd 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$2,425.50
Total cost for 3 rd term of 1 year (12 months)	\$29,106.00
4th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>

Total cost per month	\$2,546.78
Total cost for 4 th term of 1 year (12 months)	\$30,561.30
5 th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$2,674.11
Total cost for 5 th term of 1 year (12 months)	\$32,089.37
6 th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$2,807.82
Total cost for 6 th term of 1 year (12 months)	\$33,693.84
7 th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$2,948.21
Total cost for 7 th term of 1 year (12 months)	\$35,378.53
8 th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$3,095.62
Total cost for 8 th term of 1 year (12 months)	\$37,147.46
9 th 1 year term:	

<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$3,250.40
Total cost for 9 th term of 1 year (12 months)	\$39,004.83
10th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$3,412.92
Total cost for 10 th term of 1 year (12 months)	\$40,955.07
Grand Total	
<u>Description</u>	<u>Bid Amount</u>
Total Cost for 10 years (120 months)	\$332,056.40
FCC Antenna Site Registration #	1062608

9:40
1-12-2010

BIDDER'S INFORMATION:

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

ADDRESS: P.O. Box 4408, McAllen, TX 78502

CITY/STATE/ZIP CODE: McAllen, TX 78502

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

CELLULAR NO: (956) 793-0103

E-MAIL ADDRESS: Obrand@rioplexwireless.com

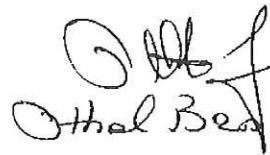
AUTHORIZED SIGNATURE:

PRINTED NAME: Othal E. Brand, Jr.

TITLE President & CEO

Mr. Trevino,

I confirm the way you calculated is
True and correct. as stated in your
February 03, 2011 E-mail.


Otthel Beards Jr.

Eric Trevino

From: Eric Trevino [eric.trevino@co.hidalgo.tx.us]
Sent: Friday, February 04, 2011 2:17 PM
To: 'leticia.saenz@co.hidalgo.tx.us'
Subject: FW: Bid HC Sheriff's Office - Lease of Tower Space
Attachments: img-114105515-0001.pdf; cert of insurance.pdf

Letty,

This is the emails I have been sending to the vendor. Vendor just needs to confirm that he meant to put these numbers below on the bid page. Vendor charged us 8 pennies more that what he meant on the GRAND TOTAL. Also, vendor needs to update workers comp and to add the clause to the description that says COUNTY SHALL BE ADDIONALLY INSURED..... THAT'S IT.

-----Original Message-----

From: Eric Trevino [mailto:eric.trevino@co.hidalgo.tx.us]
Sent: Thursday, February 03, 2011 1:37 PM
To: 'eddie@ez4congress.com'
Cc: 'ezamora@rioplexwireless.com'; 'obrand@rioplexwireless.com'
Subject: FW: Bid HC Sheriff's Office - Lease of Tower Space

Hello,

1. As of right now you have been recommended by the Hidalgo County Sheriff's Office.

2. Attached is your bid page,

All we can change is the calculated amounts (when multiplied by 12 months) not the actual amount that you mentioned for each month. All I would need from you is to CONFIRM that the figures below are correct. This would give us a grand total of \$332,056.32 for 10 years. Please email me confirming these amounts as soon as possible in order to proceed.

Year 1: \$26,400.00
Year 2: \$27,720.00
Year 3: \$29,106.00
Year 4: \$30,561.36
Year 5: \$32,089.32
Year 6: \$33,693.84
Year 7: \$35,378.52
Year 8: \$37,147.44
Year 9: \$39,004.80
Year 10: 40,955.04

GRAND TOTAL: \$332,056.32

3. I also need for you to UPDATE the workers comp insurance since it expired on last month (Attached is the insurance form you submitted).

Once I receive this then Hidalgo County can proceed for AWARDING.

Thank you so much Mr. Brand. At this point you are the only vendor who meets the specifications. Thank you so much gentlemen.

-----Original Message-----

From: Eric Trevino [mailto:eric.trevino@co.hidalgo.tx.us]
Sent: Wednesday, January 19, 2011 3:38 PM
To: 'eddie@ez4congress.com'



EXHIBIT "C"
INSURANCE CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/2011

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

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

PRODUCER

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

CONTACT

NAME:

PHONE

(A/C, No, Ext): 956.686.3888

FAX

(A/C, No): 956.682.5650

E-MAIL

ADDRESS:

PRODUCER

CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

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

INSURER A:

Essex Ins Co

INSURER B:

Texas Mutual Insurance Company

0060

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: Master 2010-2012

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CL420912456	01/18/2011	01/18/2012	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ Excluded
	☐ POLICY ☐ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ Excluded
	☐ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS					\$
	UMBRELLA LIAB ☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		TSF0001208277	01/28/2011	01/28/2012	WC STATU- TORY LIMITS OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	☐ Y/N				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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Tower Located at: FM 1925 & Rooth Rd. Edinburg, Texas 78539

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

CERTIFICATE HOLDER

Hidalgo County
2812 S. Bus. 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

Kent Shepard

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/22/2011

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

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

PRODUCER Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	CONTACT NAME: Josusa Villarreal PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 959-9198 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00001093
INSURED Hidalgo County PO Box 1356 Edinburg TX 78540	INSURER(S) AFFORDING COVERAGE INSURER A: Texas Public Entity Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: **CL1132200597** REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		GW06302469	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ Excluded				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GENERAL AGGREGATE \$ 2,000,000					PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC					\$
	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 EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$
	DEDUCTIBLE					AGGREGATE \$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N N/A				WC STATUTORY LIMITS ☐ OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER O.E.M. 4800 N. 23rd McAllen, TX 78504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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APPROVED

AI-25777**20.F.1.****HCSO-Award of Bid & Lease Agreement for: "Lease of Tower Space"****CC REGULAR****Date:** 03/21/2011**Submitted By:** Letty Saenz, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Sub-category:** Sheriff's Office**Information****CAPTION**

 Recommending award of bid and approval of lease agreements to bidder: O.E. INVESTMENTS, LTD, meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff's Office for: the "Lease of Tower Space"-Bid No. 2011-026-01-12-ERT.
BACKGROUND

Sheriff's Office Recommendation w/Bid Tab
 Lease Agreement #C-11-026-03-21-O. E. Investments, Ltd

Fiscal Impact**FISCAL YEAR:** 2011**ACCT. #:** 1-1100-421-00-280-001-0-441**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available balance as of 3-17-11 \$24,900.00

Initial lease term \$ 2,200 per month for a one (1) year period.

The rental amount during the Renewal term, if Lessee exercises its renewal options, shall increase every year as described on Exhibit B-Bid page 1, 2, and 3

AttachmentsLink: [lease agreement-C-11-026-03-21-O E Investments Ltd-HCSO](#)Link: [Email-Approved by Legal Counsel-C-11-326-03-21](#)Link: [bid](#)**Form Routing/Status**

Route Seq Inbox	Approved By	Date	Status
1 Purchasing Department	Marty Salazar	03/17/2011 07:42 AM	APRV
2 Budget & Management	Erika Zamora	03/17/2011 07:47 AM	APRV
3 Manuel Chapa	Manuel Chapa	03/17/2011 12:08 PM	APRV
4 Auditor's Office	Linda Fong	03/17/2011 02:45 PM	APRV
Form Started By: Letty Saenz		Started On: 03/16/2011 07:50 AM	
Final Approval Date: 03/17/2011			

CC Meeting March 21, 2011

Agenda

**AGENDA**

**CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
March 21, 2011
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 in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call **All Present**
2. Pledge of Allegiance **All**
3. Prayer **Quintanilla**
4. Approval of Consent Agenda **12 A Typo - 18 12 I subject to corrected Invoice**
5. Open Forum **Raul Sessin HB , Karina Cordoza, (serving our veterans April 19, 2011)**
6. County Judge's Office: **Jennifer Longoria**
7. **Executive Officer - Valde Guerra:**

- A. AI-25847** Discussion and possible action regarding collection of delinquent court costs, fines, and fees. **Arturo Guajardo County Clerk, Ray Wood and Bonilla**

A. AI-25832

auditors have a concern
subject to auditors
1-2

Tropical Texas Behavioral Health (1100):

1. Approval of payment to Tropical Texas Behavioral Health for FY 2011 county allocation of required local match in the amount of \$578,485.00 in accordance with Texas Health & Safety Code Section 534.066 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor
2. Approval of payment to Tropical Texas Behavioral Health for FY 2011 county allocation match in the amount of \$159,333.00 for physicians emergency crisis services - DSHS Contract #2011-03313.002 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor

Agenda

1. AI-25777

approved

Recommending award of bid and approval of lease agreements to bidder: O.E. INVESTMENTS, LTD, meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff's Office for: the "Lease of Tower Space"-Bid No. 2011-026-01-12-ERT.

21. 11:45 am

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. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
- C. Pending and/or potential litigation
- D. AI-25773 Claim of Arguindegui Oil Company
- E. AI-25787 Claim of Eduardo Bazan
- F. AI-25792 Cause No. C-806-07-F; Nicolas Cantu v. Hidalgo County
- G. AI-25798 CL-11-0808-A; Sergio Flores & Juana M. Flores v. Leal Investments, LLC, J.P. Pct. 3, Pl. 2, Hidalgo County, et.al

22.

Open Session:

- A. Real Estate Acquisition and appropriation for same
- B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
- C. Pending and/or potential litigation
- D. AI-25774 Claim of Arguindegui Oil Company
- E. AI-25790 Claim of Eduardo Bazan
- F. AI-25793 Cause No. C-806-07-F; Nicolas Cantu v. Hidalgo County
- G. AI-25799 CL-11-0808-A; Sergio Flores & Juana M. Flores v. Leal Investments, LLC, J.P. Pct. 3, Pl. 2, Hidalgo County, et.al

23.

Closed Session:

Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed