



TEXAS SOUTHMOST COLLEGE DISTRICT
THE UNIVERSITY OF TEXAS AT BROWNSVILLE and TEXAS SOUTHMOST COLLEGE

80 Fort Brown • Brownsville, Texas 78520 • (956) 882-3879 • Fax: (956) 882-8811 • www.utb.edu

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Aug 29, 2011 at 04:52P

Joe G Rivera
County Clerk
By
Lamar Cantu, Deputy
Cameron County

Board of Trustees

Francisco G. Rendon

Chair

Roberto Robles, M.D.

Vice Chair

Adela G. Garza

Secretary

Trey Mendez

Robert A. Lozano, M.D., Ph.D

David G. Oliveira

René Torres

UTB/TSC President

Juliet V. García, Ph.D

Official Notice of the

**Texas Southmost College District
Regular Meeting**

**for
September 1, 2011**

Posted

August 29, 2011

AGENDA

The Board of Trustees of the Texas Southmost College District will convene **Thursday, September 1, 2011, at 5:30 p.m.** in the Gorgas Board Room at The University of Texas at Brownsville and Texas Southmost College, 80 Fort Brown, Brownsville, Texas 78520.

Call to Order

1 Announcements

2 Transition Team Status Report

**Dr. Robert Furgason and
Dr. John Anthony,
TSC Transition Team**

3 Opening Statements by Trustees

**4 Speakers to Agenda Items and
Public Discussion**

**5 Approval of Minutes of
Previous Meeting**

Consideration and possible action on:

Regular Meeting, July 28, 2011

6 Executive Session

Legal Matters

as provided by Government Code, Chapter 551.071, 551.072 and 551.074.

Approval of TSC Legal Counsel Invoices

Discussion and Review of Golf Course Contract

Approval on Lease Agreement with HPR International, LTD, Co. at the ITEC Center Business Incubator

Real Estate

Discussion regarding the TSC Fort Brown Condos Villas I and II

Discussion and Possible Action on The Village at Fort Brown Student Housing Property

Discussion and Possible Action on the Property Appraisal of the Dyna-Go Properties, Inc. dba Rivercentre Plaza Land of 7.33 Acres

Discussion and Possible Action on the Property Appraisal of the Cueto Building

Personnel Matters

Selection of President Elect

7 Consideration and possible action on matters discussed in Executive Session

Legal Matters

Approval of TSC Legal Counsel Invoices

Discussion and Review of Golf Course Contract

Approval on Lease Agreement with HPR International, LTD, Co. at the ITEC Center Business Incubator

Real Estate

Discussion regarding the TSC Fort Brown Condos Villas I and II

Discussion and Possible Action on The Village at Fort Brown Student Housing Property

Discussion and Possible Action on the Property Appraisal of the Dyna-Go Properties, Inc. dba Rivercentre Plaza Land of 7.33 Acres

Discussion and Possible Action on the Property Appraisal of the Cueto Building

Personnel Matters

Selection of President Elect

8 Renewal of Insurance Policy
Consideration and possible action on:

Renewal of General Liability, Educators Legal, Crime and Auto Insurance Policies

9 TSC District Budget
Consideration and possible action on:

Second Reading of the TSC District Budget for Fiscal Year 2011-2012

10 Tax Rate
Consideration and possible action on:

Adoption of 2011 TSC District Ad Valorem Tax Rate

11 Property Management Services
Consideration and possible action on:

Selection of a Property Management Consulting Firm

12 Imagine Brownsville Comprehensive Plan
Consideration and possible action on:

Approval of Payment to City of Brownsville

13 TSC District Website

Update

14 Proposed Meeting Dates

Board Meetings:

Thursday, September 22, 2011

Thursday, October 20, 2011

Thursday, November 17, 2011

Thursday, December 15, 2011

Adjournment

Individuals with disabilities are entitled to have access to and participate in public meetings. An individual requiring an accommodation for access to the meeting must notify the Texas Southmost College District in writing 24 hours prior to the scheduled meeting of the necessity of an accommodation. Upon receipt of this request, the Texas Southmost College District will furnish appropriate auxiliary aids and services when necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of the Board meeting as non-handicapped individuals enjoy.

Texas Southmost College District

Minutes of the Regular Meeting of the Board of Trustees

July 28, 2011

The Board of Trustees of the Texas Southmost College District convened in open session on July 28, 2011, at 5:30 p.m., in the Gorgas Board Room at The University of Texas at Brownsville and Texas Southmost College. Board members present were Francisco G. Rendon, Chair; Dr. Roberto Robles, Vice Chair; Adela G. Garza, Secretary; Trey Mendez; Dr. Robert A. Lozano; René Torres and David Oliveira. Dr. Juliet V. García, President of The University of Texas at Brownsville and Texas Southmost College was absent. Mr. Irv Downing, Vice President for Economic Development and Community Services of The University of Texas at Brownsville and Texas Southmost College was present representing Dr. García.

Call to Order

The meeting was called to order by Chairman Rendon at 5:35 p.m.

1. Announcements

There were no announcements.

2. Transition Team Status Report

Chairman Rendon called on Dr. Robert Furgason and Dr. John Anthony, TSC Consultants for the Transition Team. Dr. Furgason reported that the Texas Higher Education Coordinating Board has been contacted regarding the issues that are related to the development of specific programs within the Texas Southmost College structure.

Dr. Furgason reported that letters have been sent to each one of the organizations that have accredited programs through the UTB/TSC structure. The Texas Board of Nursing, who accredits the vocational nursing program, has expressed their willingness and openness to work with the Transition Team as have the Southern Association of Colleges and Schools.

Dr. Furgason reported that the Transition Team is examining space as programs go forward to have facilities to support the programs. The Transition Team has not dealt with student services.

Dr. Robles asked if they have spoken to the faculty on campus. Dr. Furgason responded that meetings will take place at the beginning of the fall semester. Each faculty group that will be programmed over to TSC will be invited to help with the development the programs.

Ms. Garza thanked Dr. Furgason for the work that the transition team has done. Dr. Furgason expressed that his objective is to display to the community that it is not a winner or loser business, but a situation that will raise the entire educational opportunity in this community.

Dr. Anthony reported that the majority of his time had been spent working on the presidential search. He reported his highest number of applicants for a presidential position of fifty-two. Sixteen were from Texas, eight of those with presidential experience, and twenty of the fifty-two did not meet the qualifications or did not submit all the required materials. Dr. Anthony reported that the screening committee did an outstanding job and worked diligently reviewing the twenty-eight applications. The screening committee narrowed down the applicants to ten. Dr. Anthony proceeded to check references and called fifty references of the ten people. Dr. Anthony reported that two withdrew their names to remain with their institution and that the presidential screening committee is recommending six finalists to the Board to interview. All six had been notified of their status.

Dr. Anthony explained the process for the presidential candidate interview to the Board. Each candidate would be invited to campus to tour, meet with the screening committee, faculty, staff, students and the community during their interview process.

Mr. Torres thanked the presidential screening committee for their hard work.

3. Opening Statement by Trustees

Chairman Rendon thanked Dr. Anthony and Dr. Furgason for their outstanding work. He believes that the College and the community are well served as part of the TSC Transition Team and is very impressed with the great things that have been done in such short time. He also thanked the screening committee

members: Mr. Jeff Roerig, Mr. Dino Chavez, Mr. Ygnacio Garza, Mr. Ed Rivera, Ms. Leslie Bingham, Dr. Rey Garcia, Mr. Luis de la Garza, Ms. Nora Montalvo, Faculty, Ms. Laura Villarreal, Faculty, Ms. Blanca Bauer, UTB Staff, and Ms. Kim Sanchez, TSC Staff for all the work that was done.

Mrs. Garza also thanked the screening committee members for volunteering their personal time to research the candidates and make a recommendation to the Board.

4. Speakers to Agenda Items and Public Discussion

There were no speakers.

5. Approval of Minutes of Previous Meetings

Consideration and Possible Action on Approval of Minutes of the Regular Meeting on June 16, 2011

A motion was made by Mr. Torres to approve the Minutes of the Regular Meeting on June 16, 2011 as presented. The motion was seconded by Mrs. Garza and carried unanimously.

6. Executive Session

as provided by Government Code,
Chapter 551.071, 551.072 and 551.074.

The Board convened in Executive Session at 6:07 p.m.

The Board reconvened in Regular Session at 8:35 p.m.

7. Consideration and possible action on matters discussed in Executive Session

Approval of TSC Legal Counsel Invoices

A motion was made by Mrs. Garza to approve TSC Legal Counsel Invoices as presented. The motion was seconded by Mr. Mendez and carried unanimously. *Exhibit "A"*

Update on Partnership Issues

No action was taken.

Discussion and Review of Golf Course Contract

A motion was made by Mr. Oliveira to appoint Mr. Chet Lewis, Interim Vice President for Administration and Finance to analyze and review the present Golf Course contract and report back to the Board in the next meeting as presented. The motion was seconded by Mr. Mendez and carried unanimously.

Approval of Property Appraiser to conduct Appraisal of the Dyna-Go Properties, Inc. dba Rivercentre Plaza Land of 7.4 acres and Authorization of Interim Vice President for Administration and Finance to Execute the Appraisal

Dr. Lozano asked the Chairman to explain the difference from the last meeting. Mr. Rendon stated that the item at the last meeting included the appraisal for the Cueto and Dyna-Go properties combined. He reminded the board that the Cueto property was approved for an appraisal, but not the Dyna-Go property. Mr. Dennis Sanchez has removed his ownership of that land for consideration, therefore narrowing the acreage to from 9.2 to 7.4 acres.

Dr. Lozano expressed his concerns that he feels that the Board should wait until there is a president to help guide the future of TSC. Mr. Oliveira also agreed with Dr. Lozano in waiting for the president to decide on what property to acquire.

A motion was made by Mr. Torres to authorize the Interim Vice President for Administration and Finance to obtain appraisals for Dyna-Go Properties, Inc. dba Rivercentre Plaza land of 7.4 acres with an appraiser and alternate. The motion was seconded by Mrs. Garza. Mr. Rendon, Mr. Mendez, Mrs. Garza and Mr. Torres voted in favor. Mr. Oliveira and Dr. Lozano voted nay. The motion passed.

Discussion Regarding the TSC Fort Brown Condos Villas I and II

No action was taken.

Update on Presidential Search

No action was taken.

Approval of Finalist for Presidential Search

Chairman Rendon called on Mrs. Garza to make the motion.

A motion was made by Mrs. Garza to approve Dr. Karen Bleeker, Dr. Nora Garza, Dr. Roberto Gutierrez, Dr. Daniel Holt, Dr. Robert Munoz, and Dr. Lily Tercero as the six finalist candidates for the Presidential position of TSC President as presented. The motion was seconded by Dr. Lozano and carried unanimously. *Exhibit "B"*

Approval of Vice President of Instruction and Student Services and to Advertise the Position

A motion was made by Mr. Torres to approve the job description for the Vice President of Instruction and Student Services and authorize Mr. Chet Lewis to advertise position as presented. The motion was seconded by Mrs. Garza and carried unanimously. *Exhibit "C"*

Approval of Marketing and Communication Position and to Advertise the Position

Mr. Oliveira expressed his concern that other positions need to be filled and the president should be actively involved in the hiring of those positions.

A motion was made by Mr. Torres to authorize the Transition Team to develop a job description for the position of marketing and communication and to authorize Mr. Chet Lewis to advertise the position as presented. The motion was seconded by Mrs. Garza. Mr. Oliveira voted nay. The motion passed.

8. TSC District Budget

First Reading of the TSC District Budget for Fiscal Year 2011-2012

Chairman Rendon called on Mr. Chet Lewis, Interim Vice President for Administration and Finance to present the item. Mr. Lewis reported to the Board

the first reading of the TSC District Budget Fiscal Year 2011-2012. He reported that the budget priorities are preparing the partnership for transition, continuing instructional services within the Partnership and with UTB, addressing infrastructure and maintenance needs, maintaining insurance coverage, and assisting students through scholarships.

Mr. Lewis reported that the TSC Scholarship had budgeted \$3.2 million dollars for the current year and in the previous year. The total amount used in the current year was \$3.0 million. The budget was lowered from \$3.2 million in the current year to \$2.8 million for FY 2012. The \$400,000 reduction was due to \$200,000 of unused budget in the current year and \$200,000 from the removal of the TSC Scholarship portion that is awarded to junior and senior level students. Mr. Lewis reminded the Board that this \$2.8 scholarship is still benefiting all qualifying UTB and TSC students who are taking freshman and sophomore classes.

Mr. Rendon confirmed that this reduction in budget will eliminate students taking the 3000 and 4000 level courses, and clarified that students taking the 1000 and 2000 level courses will continue to receive the scholarship. Mr. Lewis agreed and clarified that the \$2.8 million dollars will be eligible for any freshman or sophomore level courses either a UTB or TSC student. Mr. Lewis also reported that the Transition Team will be revisiting the TSC Scholarship with UT System in the coming year. When the Transition Team determines who is a UTB or TSC student, that will be a prudent time to re-examine the TSC Scholarship.

Mr. Rendon confirmed that the scholarship was not a contractual obligation through the partnership. Mr. Lewis agreed and supported the idea of acting in good faith to continue offering the scholarship. Mrs. Garza agreed that the scholarship continue to be given to students this year.

Mr. Torres also agreed to continue the scholarship but is considering revisiting the issue after a year. He knows that some students are currently enrolled in both institutions and when the TSC or UTB students are identified, then the issue should be revisited. Mr. Mendez agreed that continuing the scholarship for this year was acting in good faith.

Consideration and Possible Action on Budget Amendments for FY 2011

A motion was made by Mrs. Garza to approve Budget Amendments #11-007 for Fiscal Year 2011 presented. The motion was seconded by Mr. Torres and carried unanimously. Exhibit "D"

9. Academic Programs

Consideration and Possible Action on Deactivation of Low Producing Programs

Chairman Rendon called on Mr. Irv Downing, Vice President for Economic Development and Community Services to present the item. Mr. Downing reported that these items were presented at the TSC Workshop. He reported the following programs were flagged as Low-Producing by THECB:

- Certificate of Proficiency – Machine Shop Operations
- Associate of Applied Science – Machine Tool Technology
- Associate of Applied Science – Engineering Technology – Manufacturing (Mechatronics)
- Associate of Applied Science – Engineering Technology – Electronics

Mr. Downing reported that due to low historical enrollment of the programs, staff is recommending to deactivate the programs at the present time. If the Board wishes to reestablish the programs it will be able to be done in the future.

Dr. Lozano asked if there is a penalty if these programs are not deactivated. Mr. Downing did not know if there was any penalty related to this. Dr. Lozano and Mrs. Garza suggested that the new President be able to guide the process of deactivating programs. Mr. Oliveira agreed that this item possibly be tabled until the next meeting, unless there is a deadline or penalty that we could be facing. Mr. Downing reported that he is not aware of any specific penalties or deadlines related to this.

A motion was made by Mr. Mendez to table the Deactivation of Low Producing Programs until the September meeting, unless there is a deadline specified by the Texas Higher Education Coordinating Board, which then should be discussed at the August meeting. The motion was seconded by Dr. Lozano and carried unanimously. *Exhibit "E"*

Consideration and Possible Action on New and Revised Renewable Energy Programs

Mr. Dowling reported that new programs can be added at any time to the TSC inventory by following the New Program Approval Process included in Chapter 5 of the 2010 GIPWE. The adopted rules allow automatic approval of a new associate of applied science degree or certificate program if an institution and governing board certify that the criteria are met and that current documentation is available to support the criteria.

The New and Revised Renewable Energy Programs are recommended as follows:

- Associate of Applied Science in Renewable Energy
- Revised certificates as building blocks toward new AAS in Renewable Energy
 - Construction Technology Certificate – Green Building
 - Commercial Electrician – Small Wind Turbine Technology
 - Plumbing Certificate – Solar Thermal Technology
 - Residential Electrician – Solar Photovoltaic Technology
- Consolidated certificates as building block toward new AAS in Renewable Energy
 - Current offerings with significant duplication: Air conditioning and Refrigeration Technology Certificates in Commercial, Domestic, and Residential
 - Consolidated offering: Geothermal Heating and Cooling Certificate

A motion was made by Mr. Oliveira to approve the New and Revised Renewable programs and direct the Provost to forward to the Texas Higher Education Coordinating Board as presented. The motion was seconded by Dr. Lozano and carried unanimously. Exhibit “F”

10. Board Policies

Consideration and Possible Action on First Reading Board Policies: V.B.2 – Deposits to and Withdrawals from Depository, V.B.4 – Check Writing and Safety Deposit Box, V.B.5 – Checks, and V.F. 5 – Purchasing and Bids: Level of Approval

Chairman Rendon called on Mr. Lewis present the item. Mr. Lewis stated that there are a number of policies that are being updated to identify who will be the responsible party on the transactions for the District. Mr. Lewis reported that the proposed language is “President or the Administrative Designee of the Board” rather than “UTB/TSC President or designee”. At the last meeting, the Board approved that Mr. Lewis would be the Designee of the Board until a new president is hired.

A motion was made by Mr. Mendez to approve second reading of the Board Policies as presented. The motion was seconded by Mr. Torres and carried unanimously. Exhibit “G”

Consideration and Possible Action Regarding Policy III.A-Board Authority

Chairman Rendon called on Mr. Lewis to present the item. Mr. Lewis reported that under Policy III.A, we currently have partnership committees in existence. While we are navigating through the Transition process, and while we have the established protocol in place, TSC is moving forward with making decisions autonomously. The main reason these committees were established does not currently serve the same purpose as their original intent. Mr. Lewis suggested to the Board that we suspend the partnership committees at this time. He reported that UTB has agreed to this process until the transition process is complete. Mr. Lewis reminded the board that these committees consist of faculty, staff and community members and some of their decisions might be overlapping with those that are being made by the Transition Team.

A motion was made by Mrs. Garza to approve the suspension of all current Partnership Committees as described in the TSC Board Policy III.A.F – Board Authority – Committees of the Board as presented. The motion was seconded by Mr. Torres and carried unanimously. Exhibit “H”

Consideration and Possible Action Regarding Developing New Policy Manual for TSC District

Chairman Rendon called on Mr. Lewis to present the item. Mr. Lewis stated that most of the current TSC policies are outdated and a new District policy manual needs to be developed. One of the initial suggestions was to have Mr. Perez draft the policies. However, there is a group that creates policy manuals specifically for community colleges called Texas Association of School Boards. They also have an affiliation with the Texas Association of Community Colleges. They have an entire policy division that will be able to provide the framework for the policy manual in the amount from \$7,000 to \$10,000. Mr. Lewis made a recommendation to hire TASB to develop a new Board Policy manual. Once this service is established, the service will provide constant updates to the manual for a small yearly fee. He also recommended that TSC Legal Counsel review the manual prior to its adoption. Mr. Torres suggested that final input to the policy manual should lie with Mr. Perez and the Trustees. Mr. Lewis informed them that the policies can be personalized to what TSC needs to accomplish. All ideas can be incorporated. It is a huge advantage to have a framework to work from.

A motion was made by Mr. Torres to authorize Mr. Chet Lewis to negotiate a contract with TASB to develop the policy manual of the autonomous TSC and Mr. Frank Perez will be the point of contact with Board input to be scheduled at a workshop as presented. The motion was seconded by Mrs. Garza and carried unanimously. Exhibit “I”

11. Physical Facilities Committee

Report

Chairman Rendon called on Mr. Oliveira to make the report. Mr. Oliveira reported that the Physical Facilities Committee met on Tuesday, July 26, 2011. Board members present were Mr. Rene Torres, Ex-Officio Member Mr. Kiko Rendon, and himself. Other Trustees present were Dr. Robert Lozano and Mr. Trey Mendez. Others present were Mr. Chet Lewis, Mr. Michael Putegnath, Diana Bravo Gonzalez and Gilbert Gallegos of Broaddus and Associates.

**Consideration and Possible Action on Selection of a
Construction Management Consulting Firm to conduct a review
that will include but not limited to the Audit of: Change Orders, Plans,
and Specifications, Consultant's Contracts, Contractor's Contracts, Bond
Money Allocation, Project Close-Out Status, Project Allowances, and
Project Warranties, Evaluation and Recommendations for Texas
Southmost College District Bond Construction Projects**

The first item discussed was the selection of a construction management consulting firm to conduct a review of the Texas Southmost College District Bond construction projects. There were two presentations given by Prodigy Construction Management, LLC from McAllen, Texas, and Spire Consulting Group, LLC from Austin, Texas. Since all committee members were not present at the meeting, Mr. Torres and Mr. Oliveira thought it would be best to have the discussion with the full board present.

Mr. Oliveira called on Diana Bravo-Gonzalez, Broaddus and Associates to make a brief presentation on the Bond Projects. She presented an overview of their management of the bond construction projects indicating all the savings they were able to provide. Mr. Torres asked if it was uncommon for a company like Broaddus to do a post construction report on whether the process and procedures were followed or that all protocols were followed throughout all the projects that were managed. Mrs. Bravo reported that Broaddus was not asked to do one, however have done reports up to a year in a half after a project was completed.

Mr. Torres asked if the Arts Center warranty was still in place for the balcony. Mrs. Bravo reported that the construction warranty is over, but the building is still under warranty. Mrs. Bravo thought the balcony issue with the Arts Center is a design issue. She suggested that the architect be contacted and respond to the deficiency that was noted.

Mr. Mendez questioned the post construction report that would be prepared by Broaddus and if it will also address the deficiencies in design or construction. Mrs. Bravo reported that Broaddus can certainly look into the deficiency in design or construction question and can bring a third person expert to have an opinion on the balcony seating.

A motion was made by Mr. Torres to recommend Spire Consulting Group, LLC to conduct a preliminary review of construction projects that will include but not be limited to the Audit of: Change Orders, Plans, and Specifications, Consultant's Contracts, Contractor's Contracts, Bond Money Allocation, Project Close-Out Status, Project Allowances, and Project Warranties, Evaluation and Recommendations for Texas Southmost College District Bond Construction Projects and authorize the Interim Vice President of Administration and Finance to enter contract negotiations to bring before the Board as presented. The motion was seconded by Mr. Mendez and carried. Mr. Oliveira voted nay. Exhibit "J"

**Consideration and Possible Action on approval
of a contract to George Cunningham Co., Inc., for the Mary Rose
Cardenas North/South Chilled Water Piping Replacement**

The third item discussed was the chilled water replacement for the MRC North and South building. Mr. Lewis reported that this project has been indicated as a high priority project due to the potential failure of the existing piping that could produce damage to the facility and affect scheduling in the building if such a break were to occur. There are other HVAC issues that have also been tagged as important however, the chilled water piping replacement is a separate issue from the HVAC issue. Mr. Lewis recommended to proceed with the pipe replacement to address the immediate chilled water pipe issue, and take time to review the project scope of the HVAC issue.

A motion was made by Mr. Oliveira to award the contract to George Cunningham Co., Inc., for the Mary Rose Cardenas North/South Chilled Water Piping Replacement, in the amount of \$389,250 and to authorize the Interim Vice President for Administration and Finance to execute the contract. The motion was seconded by Mr. Mendez and carried unanimously. Exhibit "K"

**Consideration and Possible Action on
acceptance of a Bid to Purchase Surplus Brick Material**

The final item discussed was the acceptance of a bid to purchase the surplus brick material. At the TSC Board meeting on March 24, 2011, the board declared the remaining brick inventory as surplus property allowing TSC to solicit competitive bids for the sale of the surplus cored and solid bricks. One bid for the purchase of 12,000 bricks was received at a purchase price of \$0.50 per brick in the amount of \$6,000.

A motion was made by Mr. Oliveira to accept the bid of 12,000 solid bricks at a purchase price of \$0.50 per brick in the amount of \$6,000.00 and to authorize the Interim Vice President for Administration and Finance to execute the contract. The motion was seconded by Mr. Torres and carried unanimously. Exhibit "L"

12. 3rd Quarter Financial Statements and Investment Report

Mr. Lewis provided a brief report on the Third Quarter Financial Statements and Investment Report for FY 2011. Mr. Lewis stated that the reports are provided for informational purposes only, and no action is required by the Board.

13. Proposed Meeting Dates

**Thursday, August 11, 2011 – First
Public Hearing – If Necessary**

**Monday, August 15, 2011 – Second
Public Hearing – If Necessary**

Thursday, August 25, 2011

Thursday, September 15, 2011

Thursday, October 20, 2011

Thursday, November 17, 2011

Thursday, December 15, 2011

Adjournment

The meeting was adjourned by Chairman Rendon at 10:40 p.m.

Mr. Francisco G. Rendon
Chairman, Board of Trustees

Ms. Adela G. Garza
Secretary, Board of Trustees

NOTE: The tape of the Regular Board of Trustees meeting held on July 28, 2011, is on file at the District Office of the Texas Southmost College District. The master tape is on file at UTB/TSC Media Services. These minutes were taken and transcribed by Max E. Roca, Administrative Secretary. Videotaping of the Board of Trustees' meetings began on April 11, 1996. They are aired on Channel KBSD in cooperation with the Brownsville Independent School District.



TEXAS SOUTHMOST COLLEGE DISTRICT

BOARD AGENDA REQUEST FORM

Department/Division: TSC Finance Office	Board Meeting Date: Sept. 1, 2011
Agenda Item: Consideration and possible action on Renewal of General Liability, Educators' Legal, Crime and Auto Insurance Policies	
Rationale/Background: The District requested a renewal quote from Shepard Walton King (SWK) for General Liability, Crime, Auto and Educators' Legal Liability policies. The renewal period for these policies is September 1, 2011 through September 1, 2012. <ul style="list-style-type: none">- General Liability Policy through Texas Political Subdivisions for a premium of \$19,069;- Crime Policy through Texas Political Subdivisions for a premium of \$414;- Automobile Policy through Texas Political Subdivisions for a premium of \$5,814 and- Educators Legal Liability Policy through Diamond State Insurance Co. for a premium of \$14,400. <p>The total amount of the insurance renewal premium increase is \$1,097.00 more than the premium for the current policy.</p>	
Recommended Action: Motion to approve the Renewal of General Liability, Educator's Legal, Crime and Auto Insurance Policies in the amount of \$39,697 as presented.	
Fiscal Implications:	Budgeted Item: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If no, explain:
Attachments (List): Insurance Proposal Summary	

FOR OFFICE USE ONLY:
Board Action: Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Tabled for action on: _____
Certified by: _____ Title: _____ Date: _____

Claudia Cortina

From: aoropeza.shepa05 <aoropeza.shepa05@insuremail.net>
Sent: Tuesday, August 16, 2011 1:59 PM
To: Claudia Cortina
Subject: Casualty Insurance Renewal - September 1, 2011
Attachments: Proposal summary.xlsx; Quote Educators Legal Liability.pdf; Quote TPS.pdf

We are pleased to attach the renewal quotes for the 9-1-11 casualty insurance renewal. The general liability, auto and crime quotes are through Texas Political Subdivisions, an interlocal risk pool. The Educators Legal Liability is through Diamond State Insurance Company. Attached with the quotes you will find a summary sheet outlining expiring and renewal terms.

The only coverage line for which the premium has increased is the Educators Legal Liability Policy. The premium on this increased in part due to a general increase taking place in the marketplace for this line of coverage and in part due to the article regarding the potential dissolution of the partnership between TSC and UTB and potential for downgrading of the bond rating.

Both Chartis (AIG Companies) and Westchester Fire Insurance Company were also approached for quotes but neither could offer anything competitive with the Diamond State quote.

Please do not hesitate to call should you have any questions regarding the renewal terms. We await your instructions to proceed with binding of renewal coverage.

Arnetta Oropeza
Shepard Walton King Insurance
Tel. (956) 682-2841
Fax (956) 630-4015

**Texas Southmost College District
Proposal Summary**

Insurance Company: A.M. Best Rating	2010-2011 TX Political Subdivisions Not Applicable	2011-2012 TX Political Subdivisions Not Applicable
CRIME		
Limits		
Employee Dishonesty	\$100,000	\$100,000
Forgery or Alteration	\$50,000	\$50,000
On Premises	\$50,000	\$50,000
In Transit	\$50,000	\$50,000
Computer Fraud	\$50,000	\$50,000
Deductibles		
Employee Dishonesty	\$5,000	\$5,000
All Other	\$2,000	\$2,000
Estimated Annual Premium	\$500	\$414
GENERAL LIABILITY		
General Aggregate	\$1,000,000	\$1,000,000
Products/Completed Operations Agg	\$1,000,000	\$1,000,000
Personal & Advertising Injury	\$1,000,000	\$1,000,000
Each Occurrence	\$1,000,000	\$1,000,000
Damage to Rented Premises	\$100,000	\$100,000
Medical Expense	\$5,000	\$5,000
Deductible	\$0	\$0
Employee Benefits Liability		
Each Claim	Included in Each Occ Limit	Included in Each Occ Limit
Aggregate	Included in Gen Agg Limit	Included in Gen Agg Limit
Deductible- per Claim	\$1,000	\$1,000
Classifications:		
67509 - Schools-Colleges, Universities	1,897,442	1,897,442
67511 - Dormitory Facilities	165,522	165,522
44194 - Grandstands or Bleachers	2	4
48925 - Swimming Pools	2	2
44444 - Employee Benefits	17	17
61225 - Building or Premises-Office - Premises occupied by Employees of Insd* (*Space leased to others at ITECC)	99,194	99,194
Estimated Annual Premium	\$19,082	\$19,069
AUTOMOBILE		
Combined Single Limit of Liability	\$1,000,000	\$1,000,000
Medical Payments	\$2,500	\$2,500
Includes Liability for Hired & Non-Owned	Yes	Yes
Vehicles		
	-1996 Dodge Pickup Truck #3417	-1996 Dodge Pickup Truck #3417
	-1996 Dodge Pickup Truck #3418	-1996 Dodge Pickup Truck #3418
	-2003 Big Tex Trailer #3467	-2003 Big Tex Trailer #3467
	-1998 El Dorado Bus #4040	-1998 El Dorado Bus #4040
	-2007 Dodge Ram #4058	-2007 Dodge Ram #4058
	-2008 Dodge 1 Ton #3054	-2008 Dodge 1 Ton #3054
	-2008 Dodge 1 Ton #3053	-2008 Dodge 1 Ton #3053
Estimated Annual Premium	\$5,818	\$5,814

SUB-TOTAL	\$25,400	\$25,297
Insurance Company:	Diamond State Insurance Co.	Diamond State Insurance Co.
A.M. Best Rating	A IX	A XI
EDUCATORS LEGAL LIABILITY		
	Claims Made	Claims Made
Limit	\$1,000,000	\$1,000,000
Retention	\$25,000	\$25,000
Retroactive Date	Full Prior Acts	Full Prior Acts
Defense	Inside the limit of liability	Inside the limit of liability
Form	Indemnity	Indemnity
Optional Extended Reporting Period		
-Length	One Year	One Year
-Premium	75% of annual premium	75% of annual premium
Estimated Annual Premium	\$13,200	\$14,400

TOTAL ACCOUNT PREMIUM	\$38,600	\$39,697
------------------------------	-----------------	-----------------



Diamond State
GROUP

Three Bala Plaza, East, Suite 300
Bala Cynwyd, PA, 19004
Phone: (610) 664-1500 Fax: (610) 660-8882

Professional Quotation

Date: 8/12/2011 Quote No: 769752
 Prepared For: Jim Cantwell Prepared By: Margaret Hall - Robinson
 Broker: Pittler, Michaelson Spotsylvania, Va
 Producer Code: B1332 Phone: (610) 668-6980
 Issuing Company: Diamond State Insurance Company - Admitted

Named Insured: Texas Southmost College District
 Location(s): 1. 80 Fort Brown
Brownsville, TX, 78520
 Coverage: Educators Legal Liability & Employment Practices Liability
 Policy Period: TBD

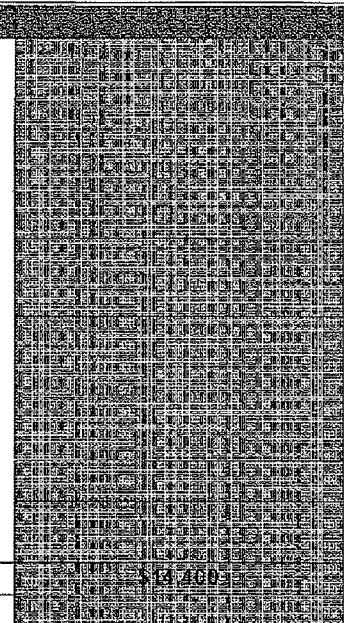
Retroactive Date:	TBD
Form of Coverage	Claims Made
Limits of Liability	
	Per Claim \$1,000,000
	Aggregate \$1,000,000

Excluded Entities:

University of Texas at Brownsville

Deductible \$25,000

TOTAL POLICY PREMIUM



FORMS AND ENDORSEMENTS SUMMARY

NAA105	1010	UNG PRIVACY NOTICE
EAA100	0109	IN WITNESS CLAUSE
F328	1298	FORMS & ENDORSEMENTS SUMMARY
JAA101	0308	POLICY JACKET
F327	1298	CLAIMS-MADE DECLARATIONS
F278	1298	EDUCATORS POLICY

F237	1298	CONTRACTUAL LIABILITY EXCLUSION
F260	1298	EXCLUDED ENTITIES
EXA255	0201	INDOOR AIR QUALITY EXCLUSION

Terms & Conditions

This policy is not auditable.

This insurance is subject to the terms, conditions, and limitations of the policy(ies) in current use by the Company. This is a summary of the coverage provided. Coverage offered on the basis shown above does not necessarily provide the terms and/or coverages requested in your submission. Please refer to the actual policy forms and endorsements for all terms, conditions, and exclusions.

- Annual Financial Statement

Notes

Indemnification for Punitive Damages is always excluded in the policy. However, we will defend all allegations that include suits filed for both compensatory and punitive damages.

Coverage change requests:

- All change requests involving any coverage or limits must be approved/confirmed by the Company prior to binding.

This quotation is valid for 60 days from date of issue. We reserve the sole right to determine the effective date of coverage, and will confirm it to you in writing via binder.

Payment Terms

Broker accepts full responsibility for the payment of all premiums for insurance policies ordered by Broker from the Company. The Company shall render periodic invoices to the Broker for such policies. Broker shall remit all premiums to the Company as instructed in writing and not later than thirty (30) days after the invoice date.

In the event of the failure of Broker to collect premiums, the Company may use any lawful means to collect unpaid amounts, in its sole discretion. In the event the Broker or the Company is unable to collect the premiums, the Broker remains obligated to pay all premiums unless specifically relieved of the obligation in writing by an officer of the Company. No commission shall be due to the Broker in respect of any premiums that the Broker fails to collect or for which the Company undertakes collection.

The omission of any item from the monthly account shall not relieve any party of the obligation to pay an item otherwise due or affect the right of the Broker or the Company to collect any such item as due under the terms of this Agreement.

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

SUMMARY OF PROPOSAL

September 1, 2011 TX Southmost College to September 1, 2012

COVERAGE	DEDUCTIBLE	TOTAL CONTRIBUTION
General Liability		\$ 19,069
Auto Liability		\$ 5,814
Crime	See Crime Proposal	\$ 414
Total Contribution		\$ 25,297

SPECIAL CONDITIONS:

Please note pricing contemplates TPS writing all lines of coverage quoted.

This proposal shall automatically expire as of the effective date.

Coverage must be bound prior to the inception date and all contributions are due according to the terms of our billing invoice.

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND
GENERAL LIABILITY

TX Southmost College
September 1, 2011 to September 1, 2012

Proposal

	LIMITS / DEDUCTIBLES
General Aggregate	\$1,000,000
Products & Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
No Deductible applies to the Above	
Damage to Rented Premises	\$100,000
Medical Payments	\$5,000
Employee Benefits (Not Claims-Made)	Included in Each Occurrence Limit
Employee Benefits Aggregate	Included in General Aggregate Limit
Employee Benefits Deductible Limit	\$1,000
Total Contribution	\$ 19,069
INCLUDED COVERAGES	EXCLUDED COVERAGES
Occurrence Form Bodily Injury Property Damage Personal Injury Advertising Injury Additional Coverage for: Elected and Appointed Officials Members of Boards or Commissions Employees & Volunteers Employee Benefits Liability	Employee-Related Claims Pollution Asbestos Coverage for: All Hospital Operations, Jail Operations, Contractors, Law Enforcement Professional Liability (including armed security guards), Public Officials Legal Liability (which is generally available through Professional Liability Markets). Incidental Medical Malpractice Terrorism Mold Corporal Punishment
Applicable Addenda: 115, 116, 122, 124, 126, 127, 128 (Schools: 111, 123, 125)	
The coverages and exclusions described above are not intended to be a complete listing but rather a sampling of some of the more important coverages provided. Please refer to the Coverage Document for complete coverages and exclusions.	

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

AUTOMOBILE

TX Southmost College

September 1, 2011

to

September 1, 2012

Proposal

COVERAGE	LIMITS	DEDUCTIBLE
Liability	\$ 1,000,000 Combined Single Limit	
Medical Payments	\$ 2,500	
Contributions		
Liability	\$ 5,745	
Medical Payments	\$ 69	
Total Contribution:	\$ 5,814	
INCLUDED COVERAGES	EXCLUDED COVERAGES	CONDITIONS of PROPOSAL
60 day notice of cancellation. Broad Named Insured Protection All owned, hired and non-owned vehicles for liability, including vehicles under long-term lease. Automatic coverage on vehicles acquired during policy term subject to annual self-audit.	Refer to coverage document for details. Uninsured/Underinsured Motorists (Available Upon Request) Personal Injury Protection (Available Upon Request) Terrorism Mold	This proposal contemplates 7 vehicles based on the schedule provided. Annual Payment ONLY Contribution adjusted at anniversary to reflect unit changes.
Applicable Addenda: 216A, 222, 223		
SPECIAL CONDITIONS:		
Deletion of any coverage is subject to Underwriter approval prior to binding. Automobile coverage may be written on a monoline basis subject to Underwriter approval.		
The coverages and exclusions described above are not intended to be a complete listing but rather a sampling of some of the more important coverages provided. Please refer to the Coverage Document for complete coverages and exclusions.		

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

CRIME

TX Southmost College

September 1, 2011

to

September 1, 2012

Proposal

CRIME COVERAGES:

Crime Insuring Agreements:	Single Loss Limit of Self-Insurance	Single Loss Retention
A - Fidelity		
1. Employee Theft - Per Loss Employee Theft - Per Employee	\$ 100,000	\$ 5,000
2. ERISA Fidelity	Not Covered	
3. Employee Theft of Client Property	Not Covered	
B - Forgery or Alteration	\$ 50,000	\$ 2,000
C - On Premises	\$ 50,000	\$ 2,000
D - In Transit	\$ 50,000	\$ 2,000
E - Money Orders and Counterfeit Money	Not Covered	
F - Computer Crime		
1. Computer Fraud	\$ 50,000	\$ 2,000
2. Computer Program and Electronic Data Restoration Expense	Not Covered	
G - Funds Transfer Fraud	Not Covered	
H - Personal Accounts Protection		
1. Personal Accounts Forgery or Alteration	Not Covered	
2. Identity Fraud Expense Reimbursement	Not Covered	
I - Claim Expense	\$ 5,000	\$ -
	Total Contribution	\$ 414
Applicable Addenda: 602 (2/11), 604 (2/11), 613 (2/11)		
Please refer to the Coverage Document for complete coverages and exclusions.		



TEXAS SOUTHMOST COLLEGE DISTRICT

BOARD AGENDA REQUEST FORM

Department/Division: TSC Finance Office	Board Meeting Date: Sept. 1, 2011
Agenda Item: Consideration and possible action on TSC District Budget for Fiscal Year 2011-2012	
Rationale/Background: Annual budget requirements are contained within a rider in the general appropriation act by the State of Texas. The proposed budget will fund partnership obligations, scholarships, TSC Operations, capital Improvements and debt obligations.	
Recommended Action: Motion to adopt the TSC District Budget for Fiscal Year 2011-2012 as presented.	
Fiscal Implications:	Budgeted Item: <input type="checkbox"/> Yes <input type="checkbox"/> No N/A If no, explain:
Attachments (List): - TSC Budget	

FOR OFFICE USE ONLY:
Board Action: Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Tabled for action on: _____
Certified by: _____ Title: _____ Date: _____



TEXAS SOUTHMOST COLLEGE DISTRICT

BOARD AGENDA REQUEST FORM

Department/Division: TSC Finance Office	Board Meeting Date: Sept. 1, 2011
Agenda Item: Consideration and possible action on adoption of 2011 TSC District Ad Valorem Tax Rate	
Rationale/Background: The Texas Constitution and Property Tax Code embody the concept of truth-in-taxation to require the District to comply with certain steps in adopting its tax rate. The District has taken the necessary steps toward adopting a tax rate for 2011 by calculating and publishing the effective and rollback tax rates and discussing the tax rate. In that process the District identified its needs for the upcoming fiscal year and has adopted a budget to meet those needs. The taxes necessary to cover those needs require the adoption of a tax rate of \$0.164026 per \$100 of valuation.	
Recommended Action: Motion to adopt a maintenance and operations tax rate of \$0.103723 and a debt tax rate of \$0.060303 per \$100 of valuation.	
Fiscal Implications:	Budgeted Item: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A If no, explain:
Attachments (List): Resolutions	

FOR OFFICE USE ONLY:
Board Action: Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Tabled for action on: _____
Certified by: _____ Title: _____ Date: _____

THE STATE OF TEXAS §

COUNTY OF CAMERON §

TEXAS SOUTHMOST COLLEGE DISTRICT

RESOLUTION

WHEREAS, the certified tax rolls for the Year 2011 have been received for the Texas Southmost College District; and

WHEREAS, it is necessary to set a tax rate for the Year beginning September 1, 2011:

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Texas Southmost College District that there will be levied for the Year 2011, on all property owned within the limits of the Texas Southmost College District, as of the first day of September 2011, except so much thereof as may be exempt by the Constitution of the United States and the laws of this State, the following tax:

An ad valorem tax assessment for the tax year beginning on September 1, 2011, at **\$0.103723** per \$100 valuation at an assessment rate of 100% for **maintenance and operation** of the Texas Southmost College District.

ADOPTED this 1ST DAY of SEPTEMBER 2011.

Francisco G. Rendon
Chair, Board of Trustees

Adela G. Garza
Secretary, Board of Trustees

THE STATE OF TEXAS §

COUNTY OF CAMERON §

TEXAS SOUTHMOST COLLEGE DISTRICT

RESOLUTION

WHEREAS, the certified tax rolls for the Year 2011 have been received for the Texas Southmost College District; and

WHEREAS, it is necessary to set a tax rate for the Year beginning September 1, 2011;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Texas Southmost College District that there will be levied for the Year 2011, on all property owned within the limits of the Texas Southmost College District, as of the first day of September 2011, except so much thereof as may be exempt by the Constitution of the United States and the laws of this State, the following tax:

An ad valorem tax assessment for the tax year beginning on September 1, 2010, at **\$0.016196** per \$100 valuation for the 2005 Tax Debt, **\$0.016911** per \$100 valuation for the 2006 Tax Debt, **\$0.003796** per \$100 valuation for the 2006 Maintenance Tax Notes, **\$0.009682** per \$100 valuation for the 2007 Tax Debt, **\$0.001530** per \$100 valuation for the 2007 Maintenance Tax Notes, **\$0.001701** per \$100 valuation for the 2008 Tax Debt, **\$0.003750** per \$100 valuation for the 2008 Maintenance Tax Notes, **\$0.004166** per \$100 valuation for the 2009 Tax Debt, and **\$0.002571** per \$100 valuation for the 2009 Maintenance Tax Notes.

ADOPTED this 1ST DAY of SEPTEMBER 2011.

Francisco G. Rendon
Chair, Board of Trustees

Adela G. Garza
Secretary, Board of Trustees



TEXAS SOUTHMOST COLLEGE DISTRICT

BOARD AGENDA REQUEST FORM

Department/Division: TSC District Office	Board Meeting Date: September 1, 2011
Agenda Item: Consideration and possible action on a contract to provide property management services for the condominiums owned at the Fort Brown Villas I and II.	
Rationale/Background: A request for proposals for property management services for the condominiums owned by Texas Southmost College (TSC) at the Fort Brown Villas I & II was issued according to TSC policies for purchasing bids. Proposals were received on May 6, 2011 from Ms. June Treviño and Border Properties, Inc. The proposals were evaluated by Mr. Juan Jose Avalos, former UTB/TSC Special Projects Coordinator and Ms. Elba Loberg, TSC Property Coordinator. The final evaluation result identified Ms. June Treviño as the best qualified respondent for the requested services. Ms. Treviño has proposed a 7% percentage commission on the gross monthly rents collected from tenants of the units assigned.	
Recommended Action: Motion to negotiate a contract with Ms. June Treviño to provide property management services for the condominiums owned at the Fort Brown Villas I and II and authorize the Interim Vice President of Administration and Finance to execute the contract. If unable to reach an agreement with Ms. June Treviño, negotiations should then be made with the second highest ranked respondent, Border Properties, Inc.	
Fiscal Implications: Budgeted Item: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If no, explain:	
Attachments (List): <ol style="list-style-type: none"> 1. Bid Tabulation 2. Summary of Evaluations 3. Recommended Proposal 	

FOR OFFICE USE ONLY:		
Board Action: Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Tabled for action on: _____		
Certified by: _____	Title: _____	Date: _____

Property Management Services

TSC RFP11-11

Bid Deadline: Friday, May 6, 2011 at 2:00 P.M.

Bid Opening: Friday, May 6, 2011 at 2:30 P.M.

Gorgas Conference Room

Date Advertised: April 18 & April 25, 2011

The Brownsville Herald/Valley Morning Star

Respondent	Qualifications	Execution of Offer	Availability to provide services starting September 1, 2011	Proposed Percentage Commission
June Treviño	Y	Y	Y	7%
Border Properties	Y	Y	Y	12%

Summary of Evaluations

TSC RFP 11-11

"Property Management Services"

EVALUATION CRITERIA BREAKDOWN

JUNE TREVINO	BORDER PROPERTIES
--------------	----------------------

Rating Scale of 5 (highest) to 1 (lowest)

Scale 0 to 5: 0-1 Minimally addressed requirements/2-3 Meets requirements/ 4-5 Exceeds requirements

Ability to provide services		
Evaluator 1	5	5
Evaluator 2	4	3
Average	4.50	4.00
Qualifications		
Evaluator 1	4	4
Evaluator 2	3	3
Average	3.50	3.50
Past Performance		
Evaluator 1	4	4
Evaluator 2	4	4
Average	4.00	4.00
References		
Evaluator 1	3	3
Evaluator 2	3	3
Average	3.00	3.00
Pricing and Delivery		
Evaluator 1	5	3
Evaluator 2	4	2
Average	4.50	2.50

Ability to provide services	10%	0.45	0.40
Qualifications	20%	0.70	0.70
Past Performance on Representative Projects	15%	0.60	0.60
References	10%	0.30	0.30
Pricing and Delivery	45%	2.03	1.13

4.08

3.13

TABLE OF CONTENTS

1. 1.1 Ability To Provide Services
2. 2.1 Real Estate Salesperson License
2.2 Qualifications of Property Manager
3. 3.1 Respondent's Past Performance on Representative Projects
3.2 Services Provided
4. 4.1 References
5. 1. Pricing Proposal form Exhibit -A
2. Residential Property and Management Agreement Exhibit -B
3. TSC Table of Units Leased Exhibit -C
4. TSC Terms and Conditions – Exhibit – D
5. Execution of Offer Exhibit - E

ABILITY TO PROVIDE SERVICES

I have been exposed to many maintenance projects in the last 25 years. Plumbing, carpentry, electrical, tile work, fire alarms, water heater repairs electric & gas from 30 Gallons to 120 Gallons, regular 2 ½ ton A/C to old time chill systems, stove repairs, faucet repairs, water leaks from copper pipes in the walls & attic, flooding of units, repairs after flooding. All these items are contracted out.

I have also been exposed to 25 years of leasing condos, homes, apartments, execution of contracts, sending notices to properties if needed, solving problems for tenants, taking service request, on call 24/7, maintaining files, keeping service request log, calling and scheduling maintenance or contractors to do maintenance repairs, paying bills for owners, monthly reports to owners, Collecting rents, making deposits, working with a CPA, evicting tenants who don't pay their rent, taking bids for properties, supervising employees, hiring employees, reconciling bank statements. My occupancy rate is 99% most of the time. These are items I will personally take care of if needed.

I have several maintenance men that work with me as independent contractors for plumbing, electrical, air condition, roofing, carpentry, tile, pool and carpet cleaning, carpet installing, welding. All work would be contracted out and charged to the owner on a monthly basis if needed.



Texas Real Estate Commission
P.O. BOX 12188, AUSTIN, TEXAS 78711-2188

REAL ESTATE SALESPERSON LICENSE

SALESPERSON LICENSE#: **0472422**

LICENSE EXPIRES: **04/30/2012**

SALESPERSON:

JUNE ELAINE TREVINO

SPONSORING BROKER:

GEORGE BENNETT CLOWER

BROKER LICENSE #: **0428055**

The Texas Real Estate Commission certifies that the above-named salesperson has fulfilled all of the requirements of law and is authorized to transact real estate business in Texas under the sponsorship of the above-named broker.


Douglas E. Olinick
Administrator

Qualifications of Property Manager

I have worked in apartments since 1982. I am presently employed with La Plaza Homeowners Association as Manager with 152 condos since August 16, 1992. I am the Manager of Fort Brown Villas II since 2005 of 55 units. I also manage properties for 27 other individual owners. Total of houses, condos and apartments are 125. I enjoy working with people and paperwork. Other properties I have worked for are listed below. Some of the properties I worked 2 at a time.

1. La Hacienda 132 Apartments
2. Town East 196 Apartments
3. Waterside 120 Apartments
4. The Borders 375 Apartments
5. Vista Verde 110 Condos
6. Courtyard 100 Condos
7. La Plaza 152 Condos
8. Fort Brown Villas II 55 Condos
9. TSC Rentals 55 Condos

RESPONDENT'S PAST PERFORMANCE ON REPRESENTATIVE PROJECTS

Owner	Address	Number of units	Estimated SQ FT
Dottie Clower	3005 Old Alice Road	15 Condos	16,783
Allen Wolfe	VICC	4 Condos	3,000
Charles Lewis	VICC	1 Condo	1,200
Wanda Lewis	VICC	1 Condo	1,200
Socorro Garza	3005 Old Alice Road	1 Condo	1,062
Renee Brookshire	3005 Old Alice Road	3 Condos	2,982
Jamie Garza	3005 Old Alice Road	1 Condo	1,062
Guadalupe De La Garza	3005 Old Alice Road	1 Condo	808
James Chadwick	3005 Old Alice Road	1 Condo	1,062
Raphael De La Rosa	3005 Old Alice Road	1 Condo	808
Victor Delgado	3005 Old Alice Road	1 Condo	1,062
Norma Alicia Gutierrez Arias	365 Staples Circle	1 Home	1,000
Reyna Leticia Martínez	5951 Greenwood	1 Home	2,000
Guadalupe Rocha	3005 Old Alice Road	4 Condos	4,248
William Faulk Jr.	1251-A 1251-B Squal Valley	1 Duplex	2,400
Carolyn Lyttle	3065 Valetta St.	1 Home	1,600
Juan Fernandez	3005 Old Alice Road	1 Condo	808
Sandra Altemeyer	53 Medical Drive	1 Apartment	700
Ulrich Weisse	3005 Old Alice Road	1 Condo	1,062
Warner Dramberger	3005 Old Alice Road	1 Condo	1,355
Veronica Mendez	154 Gilson Road	1 Home	1,600
Daniel Gomez		1 Home	2,000
Beatrice Clarke	3005 Old Alice Road	1 Condo	1,355
Jorge Alvarez	3005 Old Alice Road	1 Condo	1,062
The Infinity Group-Trent Jones	1501 Old Port Isabel Road	22 Low income Apartments	16,848
Sergio García	3005 Old Alice Road	2 Condos	1,616
TSC	1900 University Blvd.	55 Condos	57,345
Total SF Managed			128,028

See next page for Services Provided

Services Provided

1. Renting condo, homes, and apartments
2. Showing units
3. Executing leases
4. Collecting Rents
5. Writing checks to owners and making deposits at their bank
6. Paying mortgages or maintenance and repairs from their rents
7. Preparing and executing eviction process for tenants who don't pay their rent
8. Overseeing contractors preparing units ready to rent
9. Preparing a monthly rental report and mailing to owners for rent, deposits, and all maintenance repairs and bills paid.
10. On Call 24/7
11. Walk through when tenant vacates apartment
12. Scheduling all maintenance
13. Taking all service calls from tenants in a timely manor
14. Informing owner of all big expenses
15. I provide all contracts
16. Preparing a yearly report of rents collected, repairs done, and balances to owner for yearly taxes if they need it.

June Elaine Trevino
310 Rancho Viejo Blvd.
Brownsville, Texas 78526
956-459-2161 Cell
SS#407-02-2218

REFERENCES

Frances Weathered 956-621-1678 Office
212 Rancho Viejo Blvd.
Brownsville, Texas 78526

Guadalupe Rocha 956-454-8460 Cell
1144 Sycamore Drive
Brownsville, Texas 78520

Charles Lewis 956-245-5676 Cell
2918 Emerald Lake Drive
Harlingen, Texas 78550

William Faulk Jr. 956-459-2932 Cell
185 E. Ruben Torres Blvd.
Brownsville, Texas 78520

Trent Jones 702-595-5007 Cell
PO Box 401415
Las Vegas, NV 89140

Ulrich Weisse 956-639-7721 Cell
200 Santa Anna #23
Rancho Viejo, Texas 78575

Dottie Clower 1-361-688-1678 Cell
P.O. Box 2525
Corpus Christi, Texas 78403

Exhibit A

PRICING PROPOSAL FORM

To: Patricia G. Sanchez
Senior Buyer
Texas Southmost College District
Gorgas Tower
80 Fort Brown St.
Brownsville, Texas 78520

"Property Management Services"

Note: Mark outside of envelope:

Proposal For: FORT BROWN VILLAS I+IT RENTALS (title of project)

I have received Addenda No. (s) NONE, and I have included their provisions in my bid. I have examined both the documents and the site.

In submitting this bid, I agree:

1. To hold price open for a period of ninety (90) days after the Proposal Opening date.
2. To enter into and execute a Contract with the Texas Southmost College, if awarded on the basis of the Proposal, and to furnish Bonds if required, in accordance with the owners requirements and Instructions.
3. To accomplish the work in accordance with the Scope of Work and other terms provided.
4. To provide services starting on September 1, 2011. Proposers must confirm availability:

Yes
 No

Having carefully examined the scope of work and requirements of this RFP and any attachments thereto, the undersigned process to provide property management services as required at a 7 (%) percentage commission on the gross monthly rents collected from tenants of the units as assigned.

In submitting this proposal, I certify that JUNE TREVINO (name of firm) has not been found guilty in a judicial or state administrative agency proceeding for unfair business practices within the year preceding the date of this statement. I further certify that no officer of JUNE TREVINO (name of firm) has served, within the past years as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practice.

Exhibit A

Respectfully submitted,

June Trevino
By: Signature and Title OWNER

5-6-11
Date

JUNE TREVINO
Firm

310 RANCHO VIEJO BLVD.
Address

BROWNSVILLE
City

TEXAS 78526
State

956-459-2161
Phone Number

JET2218@ATT.NET
Email address

Residential Property Leasing and Management Agreement

Recitals

1. Texas Southmost College District ("Owner") owns several condominium units in the condominium development commonly known as Fort Brown Villas Phases I and II, located at 1900 University Boulevard, Brownsville, Cameron County, Texas ("the Property").
2. JUNE TREVINO ("Agent") is a licensed real estate agent, and is in the business of leasing and managing residential condominium units.
3. Owner wishes to employ Agent to lease and manage condominium units at Fort Brown Villas Phase I and II.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I) DESIGNATION OF AGENCY:

Owner appoints Agent as Owner's sole and exclusive leasing and Managing Agent of all condominium units owned by Owner in the Property, as that number may change from time to time.

II) PROPERTY AND MINIMUM LEASE REQUIREMENTS:

- a) This Agreement covers all units owned by Owner in the Property. However, Owner may from time to time remove certain units from assignment to Agent because of maintenance needs or because Owner has other uses for the unit, such as transitional housing for university faculty, staff or guests. The number and identity of units managed by Agent shall be designated by Owner, and may be changed by time to time in Owner's sole discretion, subject only to existing leases. Nothing in this Agreement is intended to guarantee Agent any minimum number of units to lease and manage.
- b) Owner will provide Agent with lease requirements such as rent amounts, minimum or maximum terms, security deposit amounts, and pet deposit amounts. All leases negotiated by Agent shall comply with those terms.

III) TERM:

The term of this agreement shall be for two (2) years commencing on 9-1-2011 and ending 8-31-2013. This agreement may be terminated by either party on (30) day notice of termination of the other party.

Exhibit B

IV) DUTIES AND AUTHORITY OF AGENT:

In carrying out her/his duties under this agreement, Agent shall:

- a) Obtain Owner's approval prior to executing any lease or renewal;
- b) Execute all leases, renew all leases and deliver a copy to Owner's finance office;
- c) Show units to prospective tenants;
- d) Obtain confirmation of employment at UTB/TSC before executing any contract or renewal;
- e) Using reasonable care, verify references and other information contained in rental applications of prospective tenants;
- f) Do a walk thru with vacating tenants and report any damages to Owner.
- g) Take all maintenance call and report problem to Owner's maintenance department in a timely manner;
- h) Assist Owner in collecting rents;
- i) Remit funds collected by Agent for Owner to Owner's finance office (it, however, being the parties' intention that rents shall be paid directly to Owner by individual tenants);
- j) Keep a monthly service request log.
- k) Render a monthly statement of rents, deposit collections and maintenance service requests to Owner's designated representative.
- l) Provide Owner with the necessary information to file claims with and settle with any insurance carrier providing insurance to the Property with respect to any casualty loss or any other insured loss or damage related to the Property or units owned by Owner in the Property.
- m) Attend Condominium Association meetings if directed by Owner;
- n) Using reasonable care, evict any tenant that fails or refuses to pay his rent with approval from Owner, at Owner's expense.
- o) Maintain all state licenses required to carry out Agent's duties under this Agreement.

Exhibit B

V) DUTIES OF OWNER:

- a) Pay Agent 7 % commission of the gross monthly rents collected the previous month from tenants of the units assigned to her/him. Management fees under this paragraph are earned monthly and are payable not later than 30 days after receipt of rent collection report from agent.
- b) Pay all costs of maintenance of the units, except for those costs that by contract are to be paid by the tenant;

VI) RIGHTS RETAINED BY OWNER:

Any other provision in this Agreement to the contrary notwithstanding, Owner specifically retains the right to:

- a) Give final approval to all leases;
- b) Make all necessary repairs, or give approval to Agent to make those repairs;
- c) Designate the person to represent Owner and to vote Owner's interest at all meetings of the homeowner's associations for the Property.

VII) LEGAL COMPLIANCE:

The parties will comply with all legal obligations, duties, and responsibilities under the Texas Property Code, fair housing laws, or any other statute, administrative rule, local ordinance, restrictive covenant, or condominium declaration related to the Property or the leasing, use, management, or care of the Property or individual units therein. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the other party, such party will be in default. Agent will notify Owner of any complaints, warnings, notices or summons received by Agent relating to an alleged violation of any such statute, administrative rule, local ordinance, restrictive covenant, or condominium declaration.

VIII) DEFAULT:

If either party breaches or fails to comply with this agreement or makes false representation in this agreement, the party will be in default. If either party is in default, the non-defaulting party may seek relief provided by law.

IX) MEDIATION:

The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute must be submitted to mediation before

Exhibit B

resorting to litigation. If the need to negotiation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

X) ATTORNEY'S FEES:

If either party is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitle to recover from the non-prevailing party all cost of such proceeding and reasonable attorney's fees.

XI) NOTICIES:

All notices must be in writing and will be effective when hand-delivered, mailed, or sent by facsimile or electronic transmission as follows:

<u>JONE TREVINO</u>	Texas Southmost College District
<u>310 RANCHO VIEJO BLVD.</u>	80 Fort Brown
<u>BROWNSVILLE, TX. 78526</u>	Brownsville, Texas 78520
Phone: <u>956-459-2161</u>	Phone: 956-882-4313
Fax: <u>956-838-5223</u>	Fax: 956-882-4316
	Attention: _____

XII) MISCELLANEOUS:

- a) Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.
- b) Assignability: This agreement may not be assigned by either party without written approval of the other party.
- c) Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
- d) Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this agreement.
- e) Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the reminder of this agreement will not be affected an all other provisions will remain valid and enforceable to the fullest extent permitted by law.

Exhibit B

- f) **Security Devices:** The Texas Property Code requires certain types of locks or security devices on all exterior doors of residential rental properties and required smoke detectors in certain locations. The Property Code requires the Owner to re-key the security devices and to test the smoke detectors each time a new tenant occupies the Property.

This is intended to be legally binding agreement, READ IT CAREFULLY. If you do not understand the effect of this agreement, consult your attorney BEFORE signing.

TEXAS SOTHMOST COLLEGE DISTRICT

By: _____

AGENT:




Exhibit C

TEXAS SOUTHMOST COLLEGE DISTRICT
Table of Units Leased

Fort Brown Villas I

	Unit #	Bedrooms	Sq. Ft.	Rent
1	1004	2	825	\$645.00
2	1013	2	825	\$645.00
3	1015	2	1015	\$645.00
4	1016	2	1015	\$700.00
5	1020	2	825	\$645.00
6	2003	2	980	\$645.00
7	3005	2	825	\$645.00
8	3010	1	652	\$550.00
9	3013	2	1173	\$790.00
10	4004	2	980	\$645.00
11	4007	2	825	\$645.00
12	4008	2	825	\$645.00
13	4009	2	1015	\$595.00
14	5007	2	1015	\$790.00
15	5009	2	1015	\$645.00
16	6008	2	1015	\$595.00
17	6010	2	1015	\$740.00
18	6011	2	1015	\$645.00
19	6012	2	1015	\$790.00
			Total Rent	\$12,645.00

Fort Brown Villas II

	Unit #	Bedrooms	Sq. Ft.	Rent
20	1A	2	1017	\$645.00
21	3A	2	895	\$645.00
22	4A	2	895	\$645.00
23	5A	2	1017	\$595.00
24	6A	2	895	\$645.00
25	7A	2	895	\$645.00
26	8A	2	895	\$550.00
27	1B	3	1140	\$750.00
28	2B	3	1140	\$750.00
29	3B	3	1140	\$740.00
30	4B	3	1281	\$700.00
31	5B	3	1140	\$750.00
32	7B	3	1140	\$750.00
33	8B	3	1281	\$700.00
34	2C	2	895	\$645.00
35	3C	2	895	\$645.00
36	4C	2	1017	\$595.00
37	5C	2	895	\$595.00
38	8C	2	1017	\$595.00
39	7D	2	972	\$595.00

Exhibit C

40	8D	2	972	\$645.00
41	1E	2	972	\$645.00
42	6E	2	972	\$645.00
43	7E	2	972	\$790.00
44	8E	2	972	\$645.00
45	3F	2	1031	\$595.00
46	5F	2	1031	\$645.00
47	7F	3	1604	\$700.00
48	8F	2	1269	\$595.00
49	9F	2	1269	\$645.00
50	10F	2	1269	\$645.00
51	11F	2	1269	\$595.00
52	12F	2	1269	\$645.00
53	13F	2	1269	\$595.00
54	14F	2	1269	\$645.00
55	15F	3	1604	\$750.00
			Total Rent	\$23,605.00
			Total Rent Villas I and Villas II	\$36,250.00



Exhibit D

TERMS AND CONDITIONS

1. BID REQUIREMENTS:

- 1.1 Submit Bid Invitation on this form. Each bid shall be placed in a separate envelope and properly identified with Bid Invitation No. and Opening Date. Bids must be time-stamped at Texas Southmost College District, 80 Fort Brown St., Brownsville, TX 78520 on or before opening date and time shown on other side of this form. Late bids will not be considered.
- 1.2 Bids should be quoted F.O.B. Destination. If otherwise, bidder will show exact cost to deliver. Bid unit price on the quantity specified, extend and show total. In case of errors, unit prices shall govern. Bid prices will be considered firm for acceptance within 90 days after the bid opening date unless otherwise specified. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Bidder will list and deduct all trade discounts, educational discounts, and other discounts, not based on early payment from the bidder's prices quoted.
- 1.3 College is exempt from State Sales Tax and Federal Excise Tax. Do not include in bid. Tax Exemption Certificate furnished upon request.
- 1.4 Bids must give full name and address of bidder.
- 1.5 College reserves the right to accept or reject all or part of any bid, waive any formalities or technical inconsistencies, delete any requirement or specification from this invitation, or terminate this solicitation when deemed to be in college's best interest.
- 1.6 Facsimile bids, telephone bids and/or email bids are not acceptable in response to this Invitation UNLESS BID OPENING DATE SPECIFIES "RETURN MAIL". Email responses to bids NOT MARKED WITH A BID OPENING DATE OF "RETURN MAIL" WILL BE DELETED WITHOUT REVIEW AND WILL NOT BE CONSIDERED AS VALID RESPONSES. CAUTION: College offers facsimile service as a convenience only. College shall not be responsible for bids received late, illegible, incomplete, or otherwise non responsive due to failure of electronic equipment or operator error. Confirmation of facsimile bids is not required.
- 1.7 Bidder hereby assigns to College any and all claims for overcharges associated with any resulting contract arising under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973) and the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, at seq. (1967).
- 1.8 The Vendor ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If the Vendor ID number is not known, enter bidder's Federal Employer's Identification Number, or Social Security Number if a sole owner. (Disclosure of SSN, if applicable, is mandatory pursuant to Section 231.005, Texas Family Code, and will be used in determining whether any person having 25% or greater ownership interest in the bidder company is more than 30 days delinquent in paying child support.)
- 1.9 In case of tie bids, any award will be made pursuant to Texas Bldg. & Procurement Comm. Rule 1; T.A.C. Section 113.6 (b)(3)(8) (preferences).
- 1.10 Bidder shall not assign any resulting contractor purchase order without prior written approval from the College.
- 1.11 Each proposal shall include a cashier's check or certified check, or acceptable bidder's bond payable to the Owner in the amount of not less than 5% of the largest total of the bid submitted.
- 1.12 A payment bond in the amount of 100% of the full contract amount will be required on all contracts over \$25,000.
- 1.13 A payment performance bond in the amount of 100% of the full contract amount will be required on all contracts over \$100,000. If the bidder fails to execute the contract and provide satisfactory performance bonds, payment bonds and insurance certificates within ten (10) days of the day on which bidder is notified that said proposal was accepted, the bid security shall be forfeited to TSC.
- 1.14 Substitutions will not be allowed after a proposal has been submitted for consideration.
- 1.15 All addenda and/or cancellations will be issued in writing by College or its designee.
- 1.16 Each sealed bid shall constitute an offer to the Board of Trustees, as outlined therein, and shall be irrevocable after the time announced for the opening thereof. TSC reserves the right to reject any and all bids and to waive informalities in bids and to resolve ambiguities in the District's favor.

2. SPECIFICATIONS:

- 2.1 Unless specifically stated otherwise, any catalog, brand name or manufacturer's reference used in this Invitation is descriptive (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the bid. If bidder does not identify exceptions to the specifications shown in this Invitation, bidder will be required to furnish brand names, numbers, etc., as shown in the Invitation.

Exhibit D

- 2.2 All items bid shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in this Invitation. Verbal agreements to the contrary will not be recognized.
- 2.3 Bidder warrants fault free performance in the processing of date and date related data (including, but not limited to, calculating, comparing and sequencing) by the product(s) identified on this Invitation. Fault free performance includes, but is not limited to, the manipulation of data with dates prior to, through, and beyond January 1, 2000, and during leap years, and performance shall be transparent to the user.

3. DELIVERY:

- 3.1 Bid should show the number of days required to deliver items to College's designated location under normal conditions. Unrealistically short or long delivery promises may cause bid to be disregarded. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days.
- 3.2 The Texas Hazard Communication Act (Article 5182b, VTCS) requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDSs) for hazardous materials sold. Products covered by this Act must be accompanied by a MSDS, and such products must be labeled in compliance with the law. For any product not covered under the Act, a statement of exemption must be provided.

4. BIDDER AFFIRMATION: BY SIGNATURE HEREON,

- 4.1 Bidder affirms that it has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid. Failure to sign the bid may, and signing it with a false statement shall, void the submitted bid or any resulting contract and bidder will be removed from all bid lists.
- 4.2 Bidder affirms that no kinship, relationship, or affiliation exists between owners, officers, administrators and employees of the bidder and the College which could be construed as a conflict of interest.
- 4.3 Bidder certifies that it is not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171, Texas Tax Code. Bidder acknowledges that making a false statement as to its corporate tax status is a material breach of any resulting contract.
- 4.4 Bidder certifies that neither the bidder nor any firm, corporation, partnership or institution represented by bidder, or anyone acting for any such entity, has violated the antitrust laws of this State, (codified in Section 15.01 et seq., Texas Business and Commerce Code), or the Federal Antitrust Laws, or communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 4.5 Bidder has not received compensation for participation in the preparation of the specifications for this Invitation to Bid.
- 4.6 Under Section 2155.004, Texas Government Code (re: collecting state and local sales and use taxes) bidder certifies that the individual or entity named in its bid is not ineligible to receive the specified contract, which may be terminated and/or payment withheld if certification is inaccurate.
- 4.7 Bidder agrees that any payments due under any resulting contract will be applied towards any debt, including but not limited to delinquent taxes and child support' that is owed to the State of Texas.
- 4.8 Bidder certifies, if awarded a contract, that bidder shall defend, indemnify, and hold harmless the Board of Trustees of Texas Southmost College, and all of their respective officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of bidder, or any agent, employee, subcontractor or supplier of bidder in the execution or performance of the contract.

5. PAYMENT:

- 5.1 TSC shall tender payment within 30 days upon receipt of invoice. Invoices should be prepared and delivered after acceptance of goods and/or completion of services
- 5.2 A payment schedule can be discussed during contract negotiations. Schedule should be included within the proposal/bid package to be reviewed by TSC.

Exhibit E

EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

- 2.1 By signature hereon, Proposer represents and warrants the following:
- 2.1.1 Proposer acknowledges and agrees that (1) this RFP/BID is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP/BID will not create a contract between Texas Southmost College (TSC) and Proposer; (3) College has made no representation or warranty, written or oral, that one or more contracts with College will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP/BID and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 2.1.6 If selected by TSC, Proposer will not delegate any of its duties or responsibilities under this RFP/BID or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.7 If selected by TSC, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
 - 2.1.8 All statements, information and representations prepared and submitted in response to this RFP/BID are current, complete, true and accurate. Proposer acknowledges that College will rely on such statements, information and representations in selecting the Contractor. If selected by the College, Proposer will notify College immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.9 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY TSC, INDEMNIFY, AND HOLD HARMLESS, THE COLLEGE, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
 - 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP/BID may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 2.2 By signature hereon, Proposer offers and agrees to furnish the Services to College and comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 2.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists.
- 2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.
- 2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

Exhibit E

- 2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.
- 2.7 By signature hereon, Proposer certifies as follows:
"Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP/BID may be terminated if this certification is inaccurate."
- 2.8 By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers, or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of the College, on the other hand, other than the relationships which have been previously disclosed to College in writing and (ii) Proposer has not been an employee of any component institution of TSC within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before College enters into a contract or agreement with Proposer.
- 2.9 By signature hereon, Proposer certifies that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP. In addition, Proposer certifies that an award of a contract to Proposer will not violate Section 2155.006, *Government Code*, prohibiting College from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Proposer certifies that Proposer is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
- 2.10 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.11 By signature hereon, Proposer represents and warrants that all products and services offered to College in response to this RFP/BID meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.
- 2.12 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time College makes an award or enters into any contract or agreement with Proposer.
- 2.13 Proposer should complete the following information:
If Proposer is a Corporation, then State of Incorporation: N/A
If Proposer is a Corporation then Proposer's Corporate Charter Number: N/A
RFP/BID No.: N/A

Exhibit E

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

JUDE TREVINO

(Proposer Institution's Name)

Jude Trevino

(Signature of Duly Authorized Representative)

JUDE TREVINO - OWNER

(Printed Name/Title)

5-6-2011

(Date Signed)

310 RANCHO VIEJO BLVD.

(Proposer's Street Address)

BROWNSVILLE, TEXAS 78526

(City, State, Zip Code)

956-459-2161

(Telephone Number)

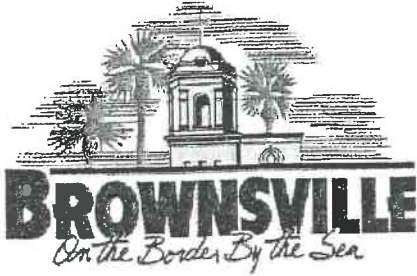
956-838-5223

(FAX Number)

Misc Invoice

INVOICE: 2011-00000015

DATE: 02/28/2011



DUE UPON RECEIPT

CUSTOMER # 2943 - UTB/TSC - ATTN: DR. JULIET GARCIA

UTB/TSC - ATTN: DR. JULIET GARCIA
80 FORT BROWN
BROWNSVILLE, TX 78521

Invoice Type: Finance Miscellaneous

Description: UNITED BROWNSVILLE 2011
MEMBERSHIP FEE

Description	Quantity	UOM	Unit Price	Total Price
Miscellaneous	1	EA	\$25,000.00	\$25,000.00

UNITED BROWNSVILLE COORDINATING BOARD, INC. - 2011 ANNUAL MEMBERSHIP FEE

14-5690-07

Please remit payment to:

City of Brownsville Finance Department
P.O. Box 911
BROWNSVILLE, TX 78520
Phone: (956)548-6026

**PLEASE INCLUDE INVOICE
NUMBER ON REMITTANCE:** 2011-00000015

Invoice Total: \$25,000.00