

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-07-082-05-06

THIS AGREEMENT is made on the 6th day of MAY, 2007 by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and **RUPERTO LEE GONZALEZ** a resident of (Hidalgo County, Texas) d/b/a **LAVA CONCEPTS & CONSULTING** (hereinafter "Contractor") to serve at the pleasure of the Hidalgo County Commissioner's Court.

WITNESSETH:

WHEREAS, County desires to contract with a person to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Contractor agree as follows:

1. Contractor agrees to provide the County the consulting services required by Hidalgo County in connection with "**CONSULTING SERVICES FOR HIDALGO COUNTY'S SAGE SYSTEMS**" (the "Plan") pursuant to Article 262.024 "The Professional Service Procurement Act", Texas Local Government Code, the County are requested proposals form professional consultants to assist the County to providing consulting services to the Plan. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Contract.

2. Contractor will report any problems or recommended changes in the implementation of **"CONSULTING SERVICES FOR HIDALGO COUNTY'S SAGE SYSTEMS"** to Hidalgo County.

3. As consideration for services of Contractor described herein, County agrees to pay Contractor the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Contractor must comply with all applicable County policies. Notwithstanding the foregoing sentence, Contractor represents and maintains that he is an independent contractor and is not an employee of County or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Contractor agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all. In the event this Contract is terminated without cause by County, but not otherwise, any unpaid fees or compensation owing to Contractor at the time of termination under this contract will be due and payable to Contractor within thirty (30) days following the time of contract termination.

6. Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964.

8. The term of this Contract shall commence **May 6, 2007** and terminate **May 6, 2008**, unless earlier terminated as herein provided. Subject to County funding and compliance with applicable purchasing laws and regulations, this Contract may be renewed

by County, in its sole discretion, for One (1) additional One (1) year term, under the same rates, terms and conditions.

9. Notice. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other address as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: County of Hidalgo, Texas
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: LAVA CONCEPTS & CONSULTING
Attn: Lee Gonzalez
3908 Warbler Avenue
McAllen, Texas 78504

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

10. Conflict with Applicable Law. Nothing in this Contractor shall be construed so as to require the commission of any contrary to law, and whenever this is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

11. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any

12. **Entire Agreement.** This Contract contains the entire Contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Contractor and not otherwise.

13. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. **Additional Documents.** The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

15. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

16. **Assignment.** This Agreement shall not be assignable; provided, however, that Contractor may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Contractor is not excused from and/or does not delegate its duties hereunder.

17. **Headings.** The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. **Gender and Number.** All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

19. **Authority to execute.** The execution and performance of this Contract by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Contractor in accordance with its terms.

20. **Ethical Provision.** It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Contractor warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Contractor. County, 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 County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. **Indemnity and Hold Harmless.** Contractor agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Contractor or the acts or omissions of Contractor employees, agents or other representatives, including the violation of any law or regulation related to Contractor's duties under this Agreement.

23. To the extent permitted by applicable law, County agrees to indemnify and hold Contractor harmless from any loss, costs, liabilities or damages which are incurred by Contractor which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

24. Representation and Warranties. Contractor represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. Contractor additionally represents and warrants that has not, and will not in the future, receive any compensation (whether in the form of cash, credit, commissions, gifts, tangible property or otherwise) in connection with the award by County of a contract for employee health benefits, other than compensation to Contractor pursuant to this Contract. In the event any representation or warranty of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to termination this Contract, for cause, in the manner herein provided. Contractor acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Contractor as herein contained as a material inducement to County to enter into the Contract.

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

APPROVED BY COMMISSIONERS COURT ON, MAY 6, 2006.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

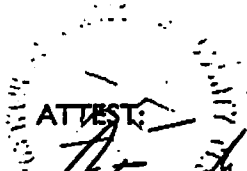
By: [Signature]

Date: 5-16-07

COUNTY OF HIDALGO, TEXAS

By: [Signature]
Juan D. Salinas, III, County Judge

Date: 5/18/07



ATTEST:

[Signature]
Arturo Guajardo, Jr, County Clerk

Date: 5/23/07

CONTRACTOR

By: [Signature]
Printed Name: Ruperto Lee Gonzalez
Title: Owner
Date: 5-25-2007

EXHIBIT "A"
SCOPE OF SERVICES

Hidalgo County
"Consulting Services For Hidalgo County's Sage System"
RFP No: 2007-082-04-04

CONSULTING REQUIREMENTS

1. Provide professional assistance related to Hidalgo County's SAGE Millennium Financial Software.
2. Work with our staff to help them gain a general understanding of the SAGE Millennium Financial Software system.
3. Training in all areas of the SAGE Millennium Financial Software system, including but not limited to:
 - System Administration
 - Creating and Maintaining Users
 - User Security
 - Creating, Setup, Assigning, and Defining of the Organization Master
 - Establishing and Managing the Financial Accounting System
 - Establishing Account Dimensions
 - Managing Account Information
 - Establishing Requisition Master Files
 - Managing Vendor and Customer Information
 - Managing Journal Entries
 - Managing Cash Receipts
 - Managing Order Processing
 - Managing Payments
 - Managing Budgets
 - Vendor 1099 Processing
 - Establishing and Managing the Human Resource System
 - Establishing Employee Classifications
 - Managing Deduction Benefits
 - Establishing and Managing Employee Personnel Information
 - Managing Employee Payroll Information
 - Managing the Payroll Process
 - Processing of Employee Leaves
 - Managing Salary Schedules
 - Managing Positions
 - Setup and Maintaining Fixed Assets
 - Managing Budget Preparation
 - Printing and Viewing Reports
 - Monthly and Year End Reporting and Closing Procedures
 - Periodic Backup Procedures
4. Test to assure that SAGE Millennium is functioning as intended.
5. Create custom reports based on criteria provided by our staff, to fit the specific needs of Hidalgo County.
6. Must be able to be present within a 4 hour period when called on emergency issues.

EXHIBIT "B"
PAYMENT SCHEDULE

Hidalgo County
 Martha L. Salazar, Purchasing Agent
 Hidalgo County Purchasing Department
 Administration Building; 100 E. Cano, 4th Floor
 Edinburg, Texas 78539



Consultant Services Quote

This quotation is the final price and may not be subject to change.

Item #	Description	Qty	Unit Price	Subtotal
	Consulting Fee			
	Provide Training to Hidalgo County staff on the Sage Millennium Financial Software system.		Daily Rate	
	Test to assure that Sage Millennium is functioning as intended and producing accurate financial reports based on input.			
	Create custom reports based on criteria provided by your staff to fit the specific needs of Hidalgo County.			
	Consulting Hourly Rate: Fee: If 5 Hours or Less:			
			Hourly Rate	
<p>Daily Rate based on Ten or more days per Contract, less than Ten days will be billed at a \$550 Daily Rate.</p>				

500.⁰⁰

90.⁰⁰

Ruperto Lee Gonzalez
 Printed Name

5/14/2007
 Date

[Signature]
 Signature

Owner
 Title

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE 5/15/2007
PRODUCER TECHINSURANCE 1301 Central Expy South, Suite 115 Allen, TX, 75013 (800) 668-7020	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED Ruperto Lee Gonzalez dba Lava Concepts & Consulting 3908 Warbler Ave Mcallen, TX 78504	INSURER A: <u>The Hartford</u> INSURER B: INSURER C: INSURER D: INSURER E:	

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

OVER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	46SBMUB0851	3/27/2007	3/27/2008	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER PROFESSIONAL LIABILITY (Errors & Omissions) FIDELITY BOND (Third Party Employee Dishonesty) EMPLOYMENT PRACTICES LIABILITY				CLAIMS-MADE OCCURRENCE AGGREGATE EACH OCCURRENCE EACH OCCURRENCE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 Note: General Liability Exclusion - Testing or Consulting Errors and Omissions Form SS05090300

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hildago County 100 E. Cano Edinburg, TX 78540		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 <i>James Cochran</i>



Attn: Vona

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

- This certifies that:
- STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
 - STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
 - STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
 - STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
 - STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: Ruperto Lee Gonzalez DBA Lava Concepts & Consulting							
ADDRESS OF NAMED INSURED: 3908 Warbler Ave., McAllen, Tx 78504-5943							
POLICY NUMBER	092 8994						
EFFECTIVE DATE OF POLICY	01/07/07 to 07/07						
DESCRIPTION OF VEHICLE (including VIN)	2004 Toyota Cozolla						
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY							
a. Bodily Injury							
Each Person	100,000						
Each Accident	300,000						
b. Property Damage							
Each Accident	100,000						
c. Bodily Injury & Property Damage Single Limit							
Each Accident							
PHYSICAL DAMAGE COVERAGES							
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
	\$ 500.00 Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
	\$ 500.00 Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

Signature of Authorized Representative Title Name and Address of Certificate Holder		Agent: 6426 Title Agent's Code Number Date: 05/15/07
Hidalgo County 100 E. Cano Edinburg, Texas 78539		State Farm Insurance Leo Rodriguez, Agent 740 Nolana, Suite 44 McAllen, Texas 78504

INTERNAL STATE FARM USE ONLY. Request permanent Certificate of Insurance for liability coverage
 Request Certificate Holder to be added as an Additional Insured

Affidavit & Indemnity Agreement

Date: April 3, 2006

Affiant: LAVA Concepts & Consulting

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Ruperto Lee Gonzalez states she is a sole proprietor doing business as LAVA Concepts & Consulting with Hidalgo County under _____ dated _____. Affiant will provide services for Hidalgo County under a Hidalgo County Purchase Order # _____ as approved on _____

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

[Signature]
Printed Name of Affiant: Ruperto Lee Gonzalez

SWORN AND SUBSCRIBED TO under oath before me on 3rd day of April, 2006



Angela Garcia
Notary Public, State of Texas

AI-3741
Consulting Services For Sage Systems
CC REGULAR

14.A.8.

Date: 05/08/2007
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, acceptance, and approval of the final negotiated contract including acceptance of the "Best and Final Offer" (subject to legal review) with Lava Concepts for "RFP NO: 2007-082-04-04-VYG-Hidalgo County-Consulting Services For Sage Systems" Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: [Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/02/2007 04:56 PM	APRV
2	Budget & Management	Dina Trevino	05/03/2007 02:26 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	05/04/2007 01:48 PM	APRV
4	Auditor's Office		05/04/2007 04:19 PM	NEW
Form Started By: Vangle Garcia			Started On: 05/02/2007 04:15 PM	
Final Approval Date: 05/04/2007				

- 8. **Presentation for discussion, acceptance, and approval of the final negotiated contract including acceptance of the "Best and Final Offer" (subject to legal review) with Lava Concepts for "RFP NO: 2007-082-04-04-VYG-Hidalgo County-Consulting Services For Sage Systems" Project.**

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

- 9. **Presentation for discussion, consideration and action for Hidalgo County to exercise its option (as permitted under original RFP Proposal: 2006-178-05-17-Excess Workers' Compensation Insurance Project) to extend all coverages with the offered premium(s) in the amount of \$64,036.22 (as detailed in the attachments herein) with the term from July 10, 2007 through December 31, 2007, as presented by and through McGriff, Seibels & Williams Insurance Service, Inc.**

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

- 10. **Requesting approval of a "Certificate of Substantial Completion" as submitted by contractor, Rigney Construction & Development, LLC, and reviewed by project architect Alcocer Garcia Associates, reflecting the substantial completion date of April 30, 2007 for the "398th District Court Remodel" for Hidalgo County. C-06-176-O1-29**

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

B. Pct. 2

- 1. **Presentation for consideration, discussion, acceptance and approval of a proposal from Anderson Machinery Co. through Hidalgo County's participation/membership/interlocal agreement with H-GAG including accessories requested FBO Pct 2 for: One (1) Double Drum Compactor Bomag BWI5IAD-2 at a cost of \$103,088.48. (7-196)**

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

- 2. **Requesting authority to purchase through the Inter Local Agreement with Buyboard vendor Philpott Motor Co., Port Neches, Texas and approval of specifications attached hereto for: "One (1) New Model F-550 Diesel Cab and Chassis with Service Body" ...~ ... \$ 57,557.00**

**Fee \$ 400.00
Total \$ 57,957.00 project #(07-153)**

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