

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-078-03-21

THIS CONTRACT is made and entered into this 21st day of MARCH, 2006 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **CAPPS RENT A CAR, INC.** of Dallas, Texas ("Company") a Texas Corporation.

WHEREAS, Company responded to advertised notices for bids for **"LEASING OF VEHICLES"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **HIDALGO COUNTY** , for a period of one (1) year term with the County's option to extent an additional two (2) additional one year terms under the same rates, terms and conditions. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Department Head or Elected Officials** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **MARCH 21, 2006** and ending on **MARCH 21, 2007** and may be extended at the sole discretion of County for an additional two (2) additional one (1) year periods under the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**THE COUNTY OF HIDALGO
ATTN: COUNTY JUDGE
100 E. CANO
EDINBURG, TEXAS 78539**

If to Company

**CAPPS RENT A CAR, INC.
ATTN: SAMUEL L. BRADING
8555 CARPENTER FRWY
DALLAS, TX 75247**

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2006

COUNTY OF HIDALGO

ATTEST:

By: *Ramon Garcia*
Ramon Garcia, County Judge or
Presiding Officer County Commissioner Pct. 1

Eddy Trevino
Eddy Trevino, Interim County Clerk

COMPANY: **CAPPS RENT A CAR, INC.**

By: *Samuel L. Brading*
SAMUEL L. BRADING

Printed Name: _____

Title: *SPECIAL PROJECTS Director*

Approved on Commissioners' Court March 21, 2006

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: *SAH*

EXHIBIT "A"
TERMS & CONDITIONS

EXHIBIT "A"

**HIDALGO COUNTY
"LEASING / RENTAL OF VEHICLES"
BID NO. 06-078-03-01ROL**

SPECIFICATIONS, TERMS AND CONDITIONS

Hidalgo County is seeking to contract with a qualified bidder to provide "Leasing / Rental of Vehicles" on an "As Needed Basis" to Hidalgo County including, but not limited to the following:

1. All mentioned vehicles are subject to being equal or better.
2. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
3. The contract for this project will be utilized by the H.I.D.T.A Task Force, Sheriff's Office and/or any other County Department.
4. **Hidalgo County reserves the right to seek services for " Leasing/Rental of Vehicles" from State Awarded contracts whenever it is its best interest to do so.**
5. Any vehicle acquired by the County will be delivered to any County Department if you are a out of town vendor.
6. The contract term is for a one (1) year term commencing upon termination of current contract with the County's option to extend the contract for two (2) additional one (1) year terms under the same Rates, Terms and Conditions .
7. The County of Hidalgo reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
8. **Do not include insurance coverage for the vehicles on your bid price .**
9. Insurance Certificates (Refer to Exhibit "C" limits) must be submitted for your business and maintained through out the term of the contract by the awarded vendor.

10. The County reserves the right to reject all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County.
 11. Any contract award to a successful bidder will be in effect until (a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
 12. Hidalgo County may choose to add, delete or change vehicles during the course of the lease. The leasing of vehicles is on an "as needed basis". No specific quantity of vehicles is guaranteed. Vendor will not penalize County for deletion of a vehicle and will charge only to the pro rated date of return.
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13. All vehicles will include 24 hour Roadside assistance at no charge to Hidalgo County.
 15. Vendor will provide clean and well maintained vehicles to Hidalgo County, vendor will also provide all maintenance services to keep vehicles in top working order. This includes but is not limited to oil changes and tire rotation as need it.

| Description of Vehicle: |
|--|
| Compact (ex. Escort, Neon, Cavalier; or similar models) |
| Intermediate (ex. Grand Am, Stratus, Sonata, 626; or similar models) |
| Full-Size Vehicle (2 to 4 door) (ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models) |
| Minivan (ex. Montana Voyager, Windstar, Astro, Caravan; or similar models) |
| Full size Van (ex. Passenger, Econoline F150 250 350; or similar models) |
| Midsize SUV 2 or 4 wheel drive (ex. Blazer Explorer, Cherokee; or similar models) |
| Large SUV 2 or 4wheel drive (ex. Suburban, Excursion, Expedition; or similar models) |
| Midsize Pickup single or double cab 2 or 4 wheel drive (ex. Ranger, S-10; or similar models) |
| Large Pickups single or double cab 2 or 4 wheel drive (ex. F-150 F-250 F-350, 1500 2500 3500; or similar models) |

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"

**HIDALGO COUNTY
"LEASING/RENTAL OF VEHICLES"
BID #: 06-078-03-01ROL**

BID PAGE

A.

| Description of Vehicle: | Daily Total plus free miles | Weekly Total plus free miles | Monthly Total plus free miles |
|--|--|---|--|
| Compact (ex. Escort, Neon, Cavalier; or similar models) | \$29 ⁹⁵ UNLM Miles | \$209 ⁹⁵ UNLM Miles | \$549.00 UNLM Miles |
| Intermediate (ex. Grand Am, Stratus, Sonata, 626; or similar models) | \$39 ⁹⁵ UNLM Miles | \$279 ⁹⁵ UNLM Miles | \$599.00 UNLM Miles |
| Full-Size Vehicle (2 to 4 door) (ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models) | \$39 ⁹⁵ UNLM Miles | \$279 ⁹⁵ UNLM Miles | \$599.00 UNLM Miles |
| Minivan (ex. Montana Voyager, Windstar, Astro, Caravan; or similar models) | \$59 ⁹⁵ UNLM Miles | \$259 ⁹⁵ UNLM Miles | \$799.00 UNLM Miles |
| Midsize SUV 2 or 4 wheel drive (ex. Blazer Explorer, Cherokee; or similar models) | \$59 ⁹⁵ UNLM Miles | \$259 ⁹⁵ UNLM Miles | \$799.00 UNLM Miles |
| Large SUV 2 or 4wheel drive (ex. Suburban, Excursion, Expedition; or similar models) | \$79 ⁹⁵ UNLM Miles | \$499 ⁹⁵ UNLM Miles | \$899.00 UNLM Miles |
| Full size Van (ex. Passenger, Econoline F150 250 350; or similar models) | \$79 ⁹⁵ UNLM Miles | \$499 ⁹⁵ UNLM Miles | \$999.00 UNLM Miles |
| Midsize Pickup single or double cab 2 or 4 wheel drive (ex. Ranger, S-10; or similar models) | \$39 ⁹⁵ UNLM Miles | \$229 ⁹⁵ UNLM Miles | \$529.00 UNLM Miles |
| Large Pickups single or double cab 2 or 4 wheel drive (ex. F-150 F-250 F-350, 1500 2500 3500; or similar models) | \$39 ⁹⁵ UNLM Miles | \$229 ⁹⁵ UNLM Miles | \$572.00 UNLM Miles |

B. 24 hour Roadside assistance toll free Phone number # 800 243 2872

Free STORAGE Box w/ TRUCK PRODUCTS UPON REQUEST
All Prices F.O.B. SAN ANTONIO

**EXHIBIT “C”
INSURANCE CERTIFICATE**

| | | |
|---|---|--------------------------------|
| ACORD CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 4/11/2006 |
| PRODUCER Wm Rigg Co, Inc. - Ft. Worth 777 Main St Suite C50 Fort Worth TX 76102 (817) 820-8266 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED Capps Rent A Car, Inc. 8555 John Carpenter Frwy. Dallas TX 75247 | INSURERS AFFORDING COVERAGE INSURER A: Empire Indemnity Insurance Co. | NAIC # 21384 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

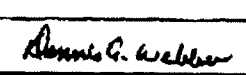
COVERAGES

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

| INSR ADDR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|---------------|---|---------------|------------------------------------|-------------------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | SF0226880 | 10/1/2005 | 10/1/2006 | COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ 20,000 BODILY INJURY (Per accident) \$ 40,000 PROPERTY DAMAGE (Per accident) \$ 15,000 |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| A | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | EX0226880 | 10/1/2005 | 10/1/2006 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ cgl \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\$100,000 Self Insured Retention Liability Deductible.
 Certificate holder is added as additional insured as their interest may appear only.

| | |
|---|---|
| CERTIFICATE HOLDER Hidalgo County 100 E. Cano 4th Floor Administration Bldg. Edinburg TX 78539 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</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  |
|---|---|