

CONSULTANT SERVICES AGREEMENT

Hidalgo County Contract No. C-09-122-10-20

THIS AGREEMENT is made and entered into as of October 20, 2009, by and between **Hidalgo County, Texas** ("County") and **RCC Consultants, Inc.**, a Delaware corporation with headquarters offices at 100 Woodbridge Center Drive - Suite 201, Woodbridge, New Jersey 07095-1125 ("RCC").

W I T N E S S E T H:

In consideration of the mutual promises herein contained, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I - Scope of Work

RCC shall perform the services set forth in the Statement of Work annexed hereto as Appendix "A" and incorporated herein by this reference (the "SOW"). The SOW shall not be modified except by written agreement of the parties hereto. Anything herein to the contrary notwithstanding, if and to the extent County requests RCC to perform additional services not included in the SOW, absent a further written agreement between the parties, County shall compensate RCC for the performance of such additional services on a time and material basis in accordance with RCC's hourly rate schedule then in effect and the provisions of Article II hereof.

ARTICLE II – Fees and Expenses

As compensation for the services performed under this Agreement, County shall pay RCC a fee in accordance with this Agreement and RCC's Best and Final Cost Proposal, a copy of which is annexed hereto as Appendix "B" and incorporated herein by this reference. County shall reimburse RCC for all costs incurred by RCC for travel, lodging, meals, and other out-of-pocket expenses related to the services performed under this Agreement and for third-party products and services procured by RCC on County's behalf at RCC's cost therefor, plus an administrative charge equal to ten percent (10%) of such costs. Each month during the term hereof, RCC will submit to County an invoice for the services performed and expenses incurred during the previous month. County shall pay RCC the amount on each such invoice within thirty (30) days of receipt and any amount not paid within such thirty-day period shall accrue interest at a rate equal to the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the highest rate permitted by law.

ARTICLE III - Period of Performance

The performance of RCC's services hereunder shall commence as soon as practicable after the execution and delivery of this Agreement by both parties and the issuance by County of a Notice to Proceed with Phase 1 and Phase 2. Phases 1 and 2 of the project will be completed

If to County: Hidalgo County Purchasing Department
Administration Building
2812 South Business Highway 281
Edinburg, Texas 78539
Attn: Martha L. Salazar, CPPB
Purchasing Agent

The person and the place to which notices are to be mailed to either party may be changed from time to time by notice given in accordance with the provisions hereof.

ARTICLE VI - Termination

A. County, in its sole discretion, may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to RCC, in which event County's sole obligations shall be to compensate RCC for work actually performed and expenses incurred up to the date of termination. In no event will any payment pursuant to this ARTICLE VI exceed the compensation provided for in ARTICLE II.

B. In the event that, during the term hereof, the Commissioners Court of Hidalgo County does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to RCC. 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).

ARTICLE VII - Confidentiality

RCC shall not publish, copyright, or otherwise disclose or permit to be disclosed or published, the results of any reports to County concerning the work to be performed pursuant to this Agreement, or any particulars thereof, including forms or other materials developed exclusively for County in connection with the performance by RCC of its services hereunder during the period of this Agreement, without prior written approval of County. RCC, cognizant of the sensitive nature of much of the data supplied by County, agrees to protect the confidentiality of any information designated by County to be privileged or proprietary except to the extent that (i) such information enters the public domain, (ii) is obtained by RCC from independent third parties not subject to any confidentiality or similar agreement with County, or (iii) disclosure of such information is required by law, rule or regulation or the valid order of a court or administrative agency.

ARTICLE VIII - Personnel

A. RCC will assign qualified professional personnel and other RCC support staff, as necessary, to complete the services contemplated by this Agreement. In the event that the

employment of any such person should be terminated prior to the termination hereof, then in such event RCC shall, at its discretion, assign such other persons, as necessary, to complete the services.

B. County understands and agrees that RCC has a significant investment in the recruitment, training, and deployment of its personnel and that, if such personnel are hired directly by County, then RCC will incur substantial direct costs to recruit, train, and deploy new personnel of similar quality and experience and will suffer concomitant disruption of its business interests. Therefore, in order to preserve and further the positive business relationship between County and RCC, it is agreed that, during the term hereof and for a period of one (1) year after the completion or earlier termination of this Agreement: (1) If County hires, or induces any other person, firm or entity to hire, an RCC employee, or any person that was an RCC employee within the preceding three-month period, then County will pay a release fee to RCC equivalent to the greater of: (a) thirty percent (30%) of the annual compensation (including salary, bonus, and other compensation such as sales commission and deferred compensation) that County or such other person, firm or entity has agreed to pay to such person; or (b) the actual costs incurred by RCC in connection with the recruitment, training, and deployment of a new RCC employee of substantially equal skills and experience. (2) Such release fee will be billed by RCC to County when the candidate formally accepts the position offered by County or such other person, firm, or entity and is due and payable upon receipt of RCC's invoice.

ARTICLE IX - Indemnity / Liability

RCC will indemnify County and hold it, and its officers, agents, representatives and employees harmless from any and all claims, damages, costs, including attorney's fees, and liabilities of any kind directly resulting from the willful misconduct of RCC or its employees, representatives, or agents or the negligent performance of RCC's obligations under this Agreement; except to the extent such claims, damages, costs and liabilities result from the negligence or willful misconduct of County or its employees, representatives, or agents. In no event shall RCC be liable for lost profits, special, incidental, consequential, or indirect damages suffered by County. The parties agree that in no event will RCC's liability exceed the amount of compensation paid to RCC by County, or RCC's insurance coverage, whichever is less.

ARTICLE X - Insurance

A. RCC shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of County in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("Statutory Texas")
- (2) **Commercial General Liability**, endorsed with County as an additional insured and endorsed with a waiver of subrogation in favor of County *all to*

the extent of the liabilities assumed by RCC under this Agreement, in limits of liability not less than one million dollars (\$1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

- (3) **Texas Business Automobile Policy**, endorsed with County as an additional insured and endorsed with a waiver of subrogation in favor of County *all to the extent of the liabilities assumed by RCC under this Agreement, in limits of liability not less than two hundred fifty thousand dollars (\$250,000) each person for bodily injury, five hundred thousand dollars (\$500,000) each occurrence for bodily injury, and one hundred thousand dollars (\$100,000) each occurrence for property damage.*
- (4) **Professional Liability** in limits of **\$1,000,000** each claim and aggregate.

B. RCC covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. RCC shall furnish County with a certificate of insurance showing the said policy to be in full force and effect during the period of service, identified in Article III hereto, for this Agreement. The completed Certificate of Insurance shall be attached hereto and identified as APPENDIX "D"- *Hidalgo County Certificate of Insurance*. RCC will be considered in breach of contract should RCC fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of this Agreement. Additionally, RCC covenants and agrees to use all commercially reasonable efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the project by County.

ARTICLE XI - Taxes, Unemployment Insurance and Related Items

RCC hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by RCC on the work covered by this Agreement or in any way connected therewith; and RCC shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and RCC shall reimburse County for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law County may be required to pay the same or any part thereof.

ARTICLE XII - General

A. Modifications - This Agreement or any part thereof may not be modified, except by written agreement of the parties signed by the duly authorized representatives of the parties.

B. No Waiver - No omission or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.

C. Applicable Law - This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

D. Severability - If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

E. Court Appearances – Except for any dispute arising directly from RCC's performance under this Agreement, nothing in this Agreement shall obligate RCC to prepare for or appear in litigation on behalf of County except in consideration of additional compensation. Absent a written supplemental agreement as to the amount of such additional compensation, RCC shall be compensated on a time and materials basis in accordance with RCC's hourly rate schedule then in effect and the provisions of Article II hereof.

F. Successors and Assigns – Neither party shall assign or transfer this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any request to assign or transfer this Agreement shall be deemed to be granted if the recipient of such a request has not acted upon such request within thirty (30) days of its receipt. Notwithstanding the foregoing, RCC shall have the right, without the consent of County, to assign this Agreement and its rights and obligations hereunder to RCC's parents, subsidiaries or affiliates or to any partnership in which RCC or any parent, subsidiary or affiliate of RCC is a general partner, or to a successor of RCC by consolidation or merger or to a purchaser of all, or substantially all, of RCC's assets. This Agreement shall inure to the benefit of the parties and their respective permitted successors and assigns.

G. Force Majeure - In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

H. Entire Agreement - This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings relating to the services to be performed under this Agreement.

I. Counterparts – This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ATTEST/WITNESS:

HIDALGO COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST/WITNESS:

RCC CONSULTANTS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Approved on Commissioners' Court: October 20, 2009

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

APPENDIX A

Statement of Work

Project Workplan

PHASE I – System Needs Analysis

The purpose of Phase I is to conduct a Needs Analysis to identify the operational needs & requirements for the new system both today and for the foreseeable future. These needs & requirements will ultimately be factored into the selection of a frequency band for use by the system and the into the procurement specifications that are developed for the new system. The surest path to project failure is to develop a new system that does not meet the stated requirements.

Task 1 - Conduct Project Kickoff Meeting and Project Planning

The purpose of Task 1 is to “officially kickoff” the project and conduct a project kickoff and orientation meeting on-site in Hidalgo County with HCSOCS and their designees to establish mutual acquaintance, clarify roles and reach a mutual understanding of the future vision and plans for the communications system. During the meeting RCC will work with the HCSOCS project team and project participants to review scope of work and project schedule and to discuss various project issues. At the meeting, RCC will also identify the types of information that will be requested from the participants, and establish appropriate lines of communication between the HCSOCS project team and RCC. RCC will conduct and participate in the project kickoff meeting.

RCC will work with the HCSOCS team to schedule site visits, agency interviews, and project meetings as needed. This will help maximize the use of RCC personnel while on-site at locations in Hidalgo County, and is intended to help minimize travel expenses. It will also help members of the County’s team schedule their time in an effective manner as well.

Task 2 - Evaluate Existing Systems and Issues

The purpose of Task 2 is to allow RCC to gather and review needed system information and to become familiar with existing wireless infrastructure throughout the required service area. To do this, RCC will gather the needed information by:

- Scheduling system planning or interview sessions with the HCSOCS team and other County agencies that may utilize the new system to identify needs and requirements for the new system. During these meetings, RCC staff will cover a wide range of system topics ranging from radio coverage performance to system reliability and backup capabilities.

The interview sessions will provide an opportunity for the County team to provide input on the system configuration, and will also allow RCC personnel to provide an overview of the technology and capabilities that are currently available from the system providers and those that are “just over the horizon”. In addition, due to our nationwide experience, RCC personnel will be able to provide insight into the ways other counties are solving some of their dispatching and communications problems

During the interview process, one of the most critical items discussed will be the need for reliable radio coverage throughout the County's service area. The amount or level of radio coverage required by the participating departments will have a direct impact on the overall cost of system implementation and long-term support. Accordingly, RCC personnel will work carefully with the Sheriff's Office and other agencies to specifically define the need for radio coverage, at street level, within structures, and in below-ground areas throughout the County's defined service area.

RCC personnel will work with the Sheriff's Office to discuss the way in which its personnel utilize their mobile and handheld radio devices. This is critically important since the way in which a portable radio is used will have a direct impact on the radio coverage provided by the system infrastructure. Put simply, this means that a given infrastructure design will provide different levels of radio coverage for a handheld radio operated at head level than it will for the same radio operated on the user's belt with a remote speaker microphone.

Requirements for in-building radio coverage will also be discussed at length, since under-specifying coverage requirements will result in unacceptable system operation, and over-specifying coverage requirements will make the system infrastructure prohibitively expensive.

During the interview process, RCC will have the Sheriff's Office and other agencies graphically draw their specific coverage requirements on a map of the area, typically a County map of the service area. Specific levels of coverage are identified on the map in different colors, e.g., green may indicate mobile coverage, red may indicate portable radio coverage at street level with radios operated on the user's belt, green would outline residential coverage, yellow would outline medium density buildings, etc. In certain cases, specific requirements for communications coverage within buildings are identified on a "per building" basis. The coordinates for each identified building can be mapped to allow the system user and RCC's engineering staff to properly configure the conceptual location of repeater sites throughout the network.

A preliminary listing of agencies that may want to participate in the interview sessions might include:

- ◆ The Sheriff's Office
- ◆ Emergency Management
- ◆ Fire Marshal's Office
- ◆ Health & Human Services
- ◆ Right of Way
- ◆ Information Technology
- ◆ Housing Authority of Hidalgo County
- ◆ Child Protective and Regulatory Services
- ◆ Building & Grounds

RCC will work with the County to help finalize the list of stakeholder agencies that should be involved during the interview process. A final listing of participating

agencies can be developed once RCC has been selected to work with the County.

- Identifying the various existing systems, their size and characteristics
- Collecting specific detailed system information through a questionnaire process in which RCC will prepare agency questionnaires that collect information about types and quantities of user radio equipment and accessories needed initially and for at least the next ten years, features & functionality needed, capabilities to address special situations, and much more.
- Comparing HCSOCS required levels of mobile and portable radio coverage needed with coverage provided by existing facilities
- Determining the degree to which the existing communications systems, equipment, and facilities can be used as part of a new P25 trunked communications infrastructure to help reduce costs, minimize the time needed to develop a new system infrastructure
- Evaluating new LMR equipment purchased under the Homeland Security Grants to determine if/how it can be upgraded to P25 Phase II technology

This evaluation of existing systems shall form the basis of the overall recommendations, because the information collected will define the Sheriff's Office and other agencies' communications needs.

Task 3 - Review Radio System Documentation & FCC Licenses:

As part of the information gathering process, RCC will review all relevant documentation describing the existing radio networks made available in this activity.

RCC will develop a thorough understanding of integration and operational requirements, and identify all ancillary systems that might be reused as part of any new system development.

In addition, RCC will review the existing FCC licenses and identify any outstanding regulatory issues that will significantly impact the planned project.

RCC will review the existing Region 53 700 MHz plan to determine its current status and if needed to provide support in getting the plan approved. As a point of interest, RCC recently assisted Region 51 (Houston area) in the re-sorting of all of the 25 kHz frequencies in the Plan on a 12.5 kHz basis to help provide a greater number of frequencies available to the various counties. This markedly improved the Regional Plan's ability to address the needs of the many counties in Region 51. Following that, the Plan was finalized & submitted to the FCC for approval. FCC approval was granted about six months ago.

Task 4 - Survey Existing Communication Facilities for Suitability:

RCC understands that the HCSOCS wants to leverage existing facilities that support the radio communication equipment (shelters, towers, power systems, etc) to the extent possible. This will likely help reduce implementation time and reduce costs if certain facilities can be leveraged or reused to support the new system. As part of this effort:

RCC will conduct site visits to all of the Public Safety Answering Point Center(s) and the four (4) radio tower sites currently in use by the Sheriffs Office to ascertain and document the age, condition and improvement requirements of these facilities, and to estimate upgrade costs to replace or integrate such sites into the HCSOCS.

RCC will become familiar with, and make recommendations regarding the following issues as well as other relevant issues that emerge during the work:

- Location of existing equipment buildings, antenna support structures and towers;
- Condition and service history of existing equipment and facilities;
- Determine what agreements are necessary to allow for the use of existing buildings, antenna support structures and other necessary infrastructure;
- Determine if there are lease, acquisition or use fees associated with the above agreements;
- Potential sites for any new radio equipment or systems required; and
- Interagency communications and communication links needed to meet requirements.

RCC will work closely with the Agency and/or HCSOCS technical representatives to identify any issues affecting the modification and continued use of these sites.

PHASE II - Feasibility and Radio Spectrum Analysis

Once the operational needs and requirements have been properly determined, RCC will conduct a radio spectrum analysis to make a determination as to which radio frequency band (spectrum) would be the most advantageous for the Hidalgo County Sheriff office taking into account the needs determined in Phase I. There are many important technical, operational, and regulatory factors involved in selecting frequencies to be incorporated into a new countywide radio system. RCC has addressed these issues many times for our clients throughout the United States and in Texas. The following tasks will form the foundation of the spectrum analysis.

Task 1 - Conduct a thorough study of all available public safety LMR spectrums in the region to include but not be limited to 700 MHz, 800 MHz, VHF and UHF frequencies taking into account the current state of affairs brought about with the FCC introduction of the 700 MHz for public safety use, and the re-banding of the 800 MHz frequencies. Factors such as availability of frequencies, delays in licensing of frequencies, and international treaties with regards to spectrum sharing will be taken into account when formulating recommendations.

Task 2 - Conduct a thorough review of the local region with regards to type of frequencies, equipment, and type of systems currently used by other local state and federal public safety agencies in the region. Factors to be reviewed include but are not limited to current federal and state requirements with regards to communication interoperability as required now the near and extended future because of rules formulated by the Federal government with regards to current and future grant funding.

Task 3 - Review and evaluate the data gathered in Tasks 1 and 2 to prepare a written recommendation with options to the Sheriff's Office for the spectrum most advantageous or that best meets for the communications needs of the Sheriff's Office detailing pros and cons for each

option and or recommendation. Factors to be included but not limited to are: interoperability issues, availability of frequencies, RF interference, clarity of transmissions, land area coverage in both rural and urban areas, current equipment utilized by the Sheriff's Office and safety Issues.

PHASE III - Design Criteria & Analysis of a Proposed System Design

The purpose of Phase III is to arrive at a jointly developed, preliminary plan for wireless voice, data and supporting interconnection systems considering the existing design and/or alternative recommendations.

Task 1 - Design Criteria

RCC will develop the system approach and configuration based upon the needs and requirements identified during the needs analysis process. At a minimum, the system configuration and design will based upon design criteria to include but not limited to the following:

- 95% area reliability from a portable on the hip, in building, Talk-in and Talk-out, in a swivel case, providing a Delivered Audio Quality (DAQ) level of 3.0, which corresponds to a Cf/I+N of 16.5 dB, and 2.6% BER for the digital system. Note, RCC will work with the County team to thoroughly discuss and refine each of these requirements. For example, when specifying in-building portable radio coverage, there are a number of additional considerations that must be included to add strength or "teeth" to the requirements so that radio system vendors accurately understand the County's stated requirements so that there are no misunderstandings later in the project that allow the selected vendor to get away with less than was expected. There are many critical nuances in both specifying radio coverage requirements and in specifying how the coverage testing process must be accomplished to successfully verify proper system coverage has been provided. RCC has extensive hands-on experience in dealing with these issues and that experience will be shared with the County team in detail during the project.
- 97% area reliability from a mobile, Talk-in and Talk-out, providing a Delivered Audio Quality (DAQ) level of 3.0, which corresponds to a Cf/I+N of 16.5dB, and 2.6% BER for the digital system.
- Microwave path and end-to-end performance and the microwave system's ability to support the radio system as needed
- System growth and expansion and the associated "cost steps" involved in expanding the system infrastructure later when the County is then in a sole-source vendor situation. Although there is good multi-vendor competition on the P25 marketplace for P25 user radio equipment, the P25 infrastructure equipment is still largely vendor proprietary. Put simply, this means that an owner of a Motorola P25 trunked radio system cannot go to EF Johnson or M/A-COM to expand its trunked system infrastructure. Consequently, future add-ons must be examined carefully on the front end of the project.
- System availability for reliable system operation

- System redundancy to support high levels of availability
- Robust system backup power to maintain full system operation during adverse conditions
- Preventive maintenance to help ensure long-term support
- Voice channel loading analysis to determine the optimum number of channels required that can provide an acceptable Public Safety grade of service

Task 2 - Identify Technology and Regulatory Issues

RCC will develop conceptual system configurations or “options” for the new countywide trunked radio system. The alternative system configurations will be based upon several operational characteristics that drive the process, such the stated need for mobile and portable radio coverage through the defined service area, channel capacity needed, the number of available radio frequencies available for use and many other factors.

During the development of the system configurations, RCC will explore the following possible technology variations as required:

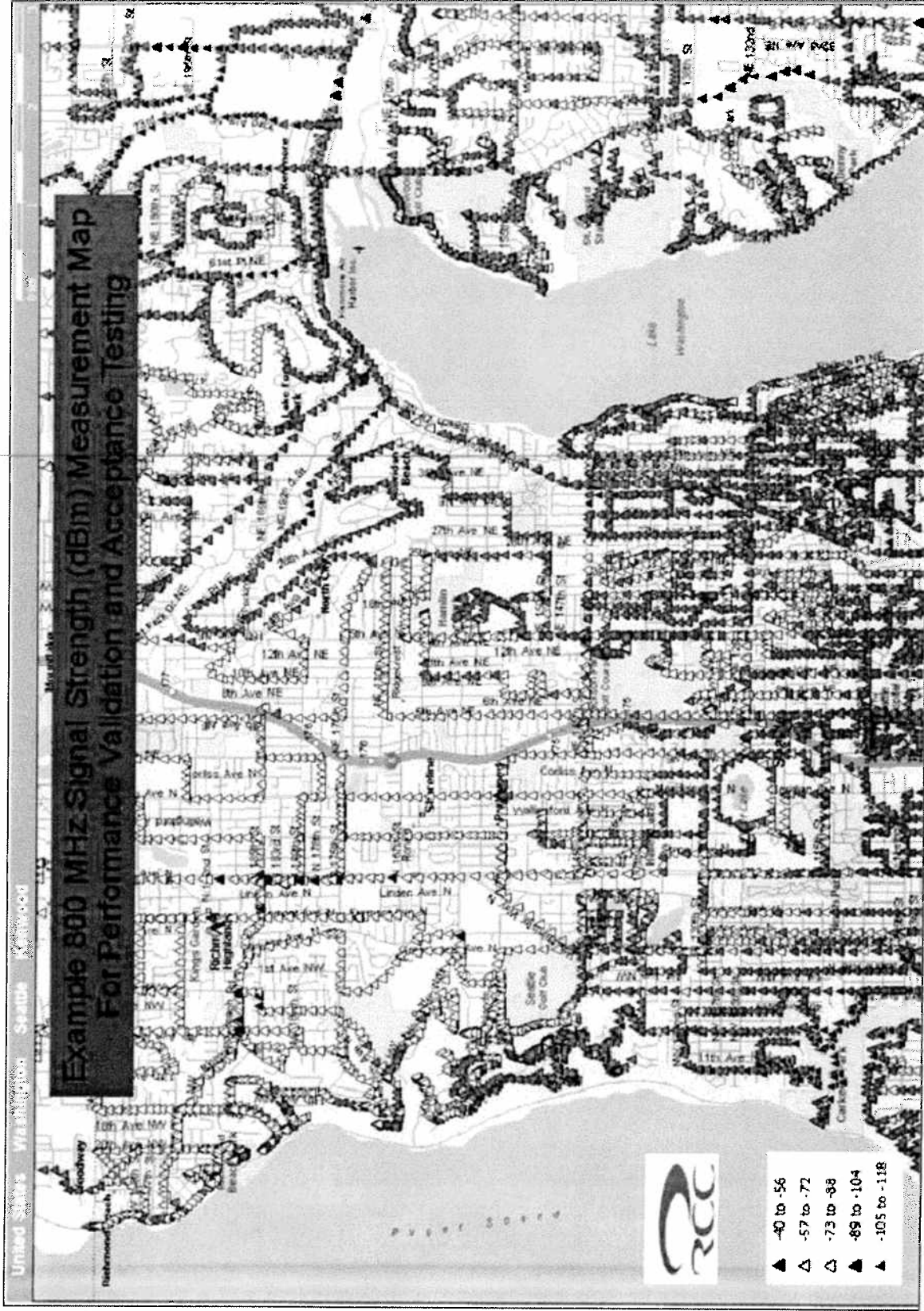
- Narrowband versus wideband channels
- Multi-site (i.e., zoned) and simulcast transmission; satellite receivers
- Incorporation of a possible hybrid system including 800/700 MHz in the urban areas and VHF in the rural and hard to cover areas
- RCC will also consider the following regulatory issues when developing various options:
 - ◆ The likely availability of licensable channels in the 700 MHz and 800 MHz bands within the region
 - ◆ The effect of the FCC's 800 MHz Re-banding initiative
 - ◆ Update and status of Region 53 activities for 700 MHz and 800 MHz NPSPAC

Task 3 - Present System Design Options

Activity 3.1 - Field Radio Coverage Testing

RCC will review existing documents and recommend an alternative test plan for in-building coverage upon completion of cells in addition to performing any field coverage measurements in representative areas to characterize the radio environment specific to the Agency.

RCC will utilize calibrated GPS-enabled equipment for detailed measurements. Multiple sites shall be tested in order to characterize the existing coverage in different areas. A report will be issued for review by the HCSOCS or its designee. This report shall include maps of measured signal strengths. RCC has conducted measurement testing of this nature throughout the United States. A sample of a drive test signal measurement survey map is provided on the following page.



- Deliverable: Field Coverage Test Results

Activity 3.2 - Radio Coverage Prediction Studies

RCC will utilize its wireless system design tool, ComSite Design (CSD) to conduct radio coverage analyses during the development of the system alternatives. ComSite Design allows RCC's engineers to evaluate radio coverage performance that can be expected from various potential tower locations throughout the County's service area, including both existing and new tower locations.

During the coverage analysis portion of the project, RCC will invite members of the County's project team to our Houston office to participate in a day of the coverage analysis process. This will help the County's staff develop a much better understanding of the issues that impact radio coverage, and it will allow them to have direct input into the development of the system configuration. During such meetings, RCC engineers run computer based coverage analyses on the various system alternatives under consideration. This allows the County staff to immediately see firsthand the tradeoffs involved in the different system configurations such as a four site system vs. a five or six site system, multicast configurations vs. simulcasts systems. It allows County staff to make suggestions or provide valuable information such as a planned new mall or other facility that might need particular attention in the system configuration. It is an excellent interactive opportunity for the County staff to participate in a portion of the system development process. Many RCC clients have participated in these system development meetings at our office, including:

- City of Houston, TX
- City of Austin & Travis County, TX
- City of San Antonio & Bexar County, TX
- Galveston County, TX
- Collin County, TX
- Oklahoma City, OK
- Kansas City, MO
- Las Cruces, NM

RCC will develop computer-generated prediction maps estimating the radio coverage to establish a coverage baseline as well as validate any coverage deficiencies claims reported by users during the survey. The coverage baseline is important to ensure any new system configuration (changes in antenna systems, orientation or height on the tower, and technology, etc) provides coverage in important areas. Coverage verification shall identify critical coverage areas where additional focus will be needed in future design tasks and for system cost considerations. Each participating agency's coverage will need to be identified as well as the over-arching HCSOCS system coverage on prediction maps in both multicast and simulcast configurations.

RCC will develop computer-generated maps for the prediction of radio coverage from actual or potential transmit/receiver sites, as necessary to verify propagation coverage and to plan improved coverage.

RCC has unsurpassed in-house capability for propagation studies, with all propagation models commonly used in the industry. Each radio site shall be evaluated independently and in combination with other sites (wide-area study).

Activity 3.3 - Develop Site Interconnection Plan

Based upon information gathered from previous tasks, RCC will develop a robust interconnectivity plan among the various sites and dispatch centers in the network.

RCC will consider microwave radio, fiber or other reliable connectivity methods. If microwave is considered, RCC will conduct an initial path feasibility assessment using automated in-house modeling tools and a high resolution terrain database to establish workable point-to-point path profiles. RCC has conducted thousands of such path analyses throughout the United States.

Activity 3.4 - Preliminary Facilities Requirements for Existing and New Sites

Based upon site survey data collected in previous tasks, RCC will detail and recommend specific site improvements or new site facilities development (tower, shelters, generators, etc) to accommodate the site plan.

Activity 3.5 - Provide Functional Diagrams

RCC will develop and provide functional system diagrams based upon the possible system solutions. The diagrams shall indicate radio sites, facilities, functional utilization and connectivity. These diagrams will be developed in AutoCAD or Visio and provided in Adobe PDF format.

Task 4 - Preliminary System and Site Recommendations

RCC will work closely with the HCSOCS to select or recommend one of the various system options developed in the earlier task. RCC will describe how the selected option satisfies the prioritized list of needs, requirements and applications for voice and data communications established in Phase I.

The deliverable for this task will be a high-level, executive summary document and presentation, which addresses all aspects of the selected option in a concise manner. RCC will prepare a draft version of the report which will be delivered to the County for distribution to authorized agencies and personnel. A suitable timeframe for review will be provided. RCC staff will meet with the County team to review and discuss the report. If County staff attend the coverage analysis session at RCC's office in Houston, they will already be well versed on the final system option before the report has been drafted. Once all comments have been received, RCC will incorporate appropriate comments into the report and a final version will be prepared and delivered. RCC will assist in making a presentation to Commissioners Court if needed. RCC has made many such presentations over the past 25 years.

The presentation will include an overview of the work completed to date, a summary of the existing systems, a statement of needs and requirements, a recommended system configuration and budgetary cost estimate for system

implementation. The presentation will be supported with system diagrams, a brief implementation schedule and an overview of a phased migration plan.

Activity 4.1 - Develop a Phased Migration Plan

RCC will provide a more detailed and complete migration plan for the selected option. The transition plan shall include critical aspects of facilities development, such as system installation, implementation, deployment, activation, and testing the new system with no loss of essential services, and with minimum impact on daily operations. The migration plan may include provisions for the vendor's training of system administrators, users, dispatch workstation operators, and maintenance personnel.

Activity 4.2 - Develop Phased Implementation Schedule

For planning purposes, RCC will provide a phased implementation schedule. The schedule will include, as required, critical aspects of the project such as the following:

- Applicable RFB or RFP specifications
- Radio Site Development
- Dispatch Center Development
- System Procurement
- Vendor contract negotiations
- System implementation
- User training
- System Acceptance Testing, and
- Final Acceptance.

Activity 4.3 - Develop Detailed Costs

RCC will develop a system cost estimate in which the system costs will be itemized down to the radio site and subsystem levels. These costs will include equipment and services as well as expected maintenance and operational expenses.

The itemized system costs shall be broken down by site as follows:

- Antenna systems
- Microwave costs, if any
- Repeaters
- Network equipment
- Towers
- Shelters
- Generators and battery plants

- Expected maintenance costs
- Lease costs, if any
- In addition, RCC will provide the following:
 - Expected life cycle and replacement costs
 - Recommended subscriber fees based upon, but not limited to
 - ◆ Cost of the system
 - ◆ Number of subscribers
 - ◆ Life cycle replacement cost of the proposed system
- Recommendations for alternative funding options

Task 5 - Final Recommendations

The purpose of Task 5 is to finalize the Preliminary Proposed System and Site Recommendations Report. This report will take into account any system design changes or modifications requested by the HCSOCS or as suggested by the migration or implementation plans, or the detailed cost estimates.

RCC will identify and discuss significant political and subjective considerations associated with the recommendations. With experience in over 250 trunked radio projects, RCC is well equipped to address these issues.

The Final Recommendations will include specific implementation milestones and provide for near-term and long-term project steps.

RCC will develop and present the final recommendations to the HCSOCS project team.

PHASE IV -Specification Development & Procurement Support

During this phase, the agreed upon procurement documents will be developed. These documents define the equipment to be procured (technical specifications) and the procurement process and conditions (Request for Proposal or Bids, instructions and conditions as applicable). These documents shall clearly define the equipment requirements/specifications and the content of the procurement packet, so that the responses received are cost competitive, technically acceptable, and support a thorough and balanced evaluation process.

RCC will develop the Technical Specifications for the procurement of the selected radio equipment. RCC staff are current on the very latest system technologies and system configurations available for consideration. Within the last two years, RCC has developed technical specifications for the cities of Houston, Plano, McKinney, Frisco, and the 16-county North Central Texas Council of Governments, not to mention dozens of other projects throughout the Country.

Task 1 - Conduct Project Management and Direction Meeting

RCC staff will meet with the HCSOCS project team and Purchasing Department

to discuss the following:

- Technology and frequency plan (includes current technologies, frequency bands and interoperability issues)
- Procurement plan for new communications equipment (sole source versus-RFP competitive bid, etc)
- Contractor's scope as it relates to Plan (may adjust scope and professional fees as needed)
- Contractor's project implementation schedule and plan
- Contractor's overall project implementation schedule and plan

Task 2 -Develop Technical Specifications

Using the Radio System Design Plan developed in Phase III, RCC will develop the Technical Specification that includes the following major components:

- Detailed Design Plan
- Technical specifications for equipment components
- Installation standards
- Acceptance test criteria for both equipment and coverage effectiveness
- Vendor proposal evaluation criteria
- Other necessary commercial sections
- Transition plan
- Channels (or frequency) assignment or an assessment of the number of channels (or frequency) each participating agency will have access to for use

Activity 2.1 -Prepare a Technical Specification and Procurement Documents

RCC will develop Technical Specifications which are functional and performance based rather than dictate a specific system design approach. This will provide flexibility for each system vendor to propose their best system configuration for the County, and it will make each vendor responsible for system performance.

The document will define the functions that need to be supported, the services required, and the performance that must be achieved.

The functional and performance requirements documented in the Technical Specifications will be sufficiently detailed to emphasize clearly and thoroughly the requirements to be met.

The document will include specifications for radio, data and connectivity hardware, dispatch workstations, software, antenna systems, network and multiplex hardware, backup power systems (batteries and generators), towers, and equipment shelters.

These specifications will:

- Focus on system and facility functional requirements and performance

- Include the functional requirements of radio users
- Provide for system scalability and integration through standard interfaces
- Require a package-oriented approach for future growth
- Detail system reliability, service, and support requirements
- Emphasize backward compatibility with existing systems
- Include radio console (workstation) and interface requirements to external systems
- Maximize consolidation benefits and synergy whenever possible
- Include legacy system compatibility whenever possible (maximize existing assets and services)
- Provide for technical and operational training, including related training documentation and methodology
- Provide guidelines for equipment and coverage acceptance test procedures
- Provide support and ongoing maintenance requirements for both hardware and software
- Validate that vendors have the adequate product, scope, and experience to meet the HCSOCS system demands
- Position the HCSOCS and Purchasing Department for a flexible, competitive RFP document and acquisition process

RCC will specify the requirements for standard towers and pre-manufactured shelters where required. However, if custom and more permanent structures are required (such as concrete foundation and cinderblock, or similar), the HCSOCS and Purchasing Department will work with RCC to identify an architect and registered civil engineer to complete the required portions of this work.

Such work is outside the scope of this task and shall be negotiated separately with the Contractor.

Activity 2.2 - Develop Proposal Evaluation Criteria

RCC staff will work with the HCSOCS team to develop the proposal evaluation criteria and suggested weighting for evaluation of vendor proposals. This will be completed prior to receiving vendor proposals.

Activity 2.3 - Support for Commercial Sections of RFQ

RCC will review and provide the following other important procurement documents:

- RCC will conduct a thorough review of the HCSOCS and Purchasing Departments' Commercial documents: RCC will review the documents and suggest changes and/or additions that RCC's experience have shown to be useful in procurements of this type. RCC has reviewed hundred of similar documents in similar projects.

Activity 2.4 - Develop Financing Options:

RCC will discuss possible financing options for the purchase of the system infrastructure and radio subscriber use.

Activity 2.5 - Develop Milestone Payment Schedule:

RCC will develop and submit a recommended milestone payment schedule for vendor payments during project implementation. It is important that the milestones be clear and measurable, while encouraging meaningful progress by the vendor(s). These milestones will be included in the system RFP for vendor consideration.

Activity 2.6 - Develop System Submittal Requirements:

RCC will develop and submit a list of relevant information that each bidder/vendor must include in its response to allow a thorough evaluation of each submittal. The list will include a detailed list of questions that the participating vendor must answer regarding the proposed system.

A draft of Technical Specifications and commercial section inserts will be developed and issued by RCC to the HCSOCS project team and Purchasing Department for review and validation. Following internal review, RCC will meet with the HCSOCS project team and Purchasing Department to clarify any questions and document any changes required.

Task 3 - Produce Technical Specifications Document -Final

RCC will revise and update the draft Technical Specifications and issue the final document in electronic form to the HCSOCS and Purchasing Department for distribution to potential system providers or integrators. The Hidalgo County Purchasing Department shall prepare the final commercial and procurement documents

PHASE V - System Procurement Assistance

During this phase, RCC staff will be available to support the HCSOCS and Purchasing Department in the evaluation of responses from the Proposers / Bidders. RCC understands that its goal is to provide services to augment the HCSOCS and Purchasing Department planning and execution of the radio equipment purchase.

With involvement in over 250 trunked radio projects, RCC has unparalleled experience in objectively reviewing vendor responses, identifying critical issues, concerns, and discrepancies; inquiring about alternative solutions based upon the vendor's equipment platform; and judging the validity of the costs.

The following describes the anticipated procurement process and assistance anticipated or required from RCC and the roles of the HCSOCS, Purchasing Department and the Contractor.

Task 1 - Attend Pre-Proposal Meeting(s) and Site Visits

RCC staff will attend the pre-bid or proposal conference(s), prepare meeting minutes in the format of an Addendum to the RFP or RFB, and assist the HCSOCS and Purchasing Department during site visitations. RCC will provide one project team member for site visits.

Task 2 - Responses to project Questions

RCC will act as technical counsel to the HCSOCS and Purchasing Department and assist with preparation of technical addendums and responses to vendor questions during the project solicitation. This activity, referred to as the Bidders'/Proposers' Conferences, occurs after public advertisement and release of the procurement packets for the bidder/vendor submission of proposals or bids. RCC has participated in hundreds of proposer conferences.

Task 3 - Additions and/or Revisions as necessary

RCC will clarify/modify the requirements/specifications as necessary as a result of the responses to submitted written questions and/or verbal questions at the Bidders'/Proposers' Conferences.

Task 4 - Attend Proposal/Bid Opening

RCC will be present at the proposal opening session at the Hidalgo County Purchasing Department designated facilities.

Task 5 - Review Vendor Responses

RCC staff, in conjunction with the HCSOCS and Purchasing Department Evaluation Selection Committee (ESC) will review and evaluate submitted proposals which meet the checklist for compliance and completeness.

RCC will provide technical advice and counsel in the evaluation of proposals and the vendor selection process.

RCC already has developed excellent evaluation tools to assist and efficiently track the review effort. In 2008 in our City of Houston project, RCC evaluated two highly competitive \$100+ million Project 25 Phase 2 trunked system proposals from two competing vendors. An award was made successfully on schedule without any vendor protest.

RCC will attend an interim evaluation meeting to discuss outstanding issues, as well as a follow-up meeting to review RCC's findings and conclusions. RCC will also assist with drafting questions to ask Proposers/Bidders during Vendor Oral/Interview sessions as necessary.

Task 6 - Assist in Contract Negotiations

RCC will assist the County with contract negotiations and will provide other support for technical issues that arise during contract negotiations. This includes preparation of a Conformed Specification (document agreed upon issues). Note, RCC does not provide legal assistance; the County's attorney will also need to

be involved to review legal terminology. RCC will review scope of work, scheduling, payment terms, pricing, and industry communication specific procedures, terms and statements that may not be readily familiar to the County's Legal Department. RCC will assist the County in obtaining the best possible pricing for the new trunked radio system. In our project with the City of Houston, RCC was able to assist the City in saving over \$40 million on their new trunked radio system.

PHASE VI -System Implementation

The objective of this Phase is to provide technical services to augment the HCSOCS planning and execution of the radio network. The following Tasks describe the HCSOCS expectations with respect to RCC's capabilities.

Task 1 - System Implementation and Project Management Support

General Installation, Testing, Acceptance, Training, and As-Built Documentation shall be the responsibility of the successful vendor(s). However, RCC will assist the HCSOCS with the following tasks and efforts:

- Establish a project implementation structure
- Revise project schedules to conform to contract documents
- Establish baseline project management processes, including project meeting minutes and reports
- Support periodic conference calls
- Provide periodic on-site support
- Participate in the important vendor design review process
- Transmittal management tracking process
- Action item management tracking process
- Regulatory management tracking process
- FCC construction notices 11) FAA construction notices and compliance
- Risk Management Tracking Process
- Site acquisition
- Site Improvements
- Site leases or easements
- Land use review process
- Local zoning
- Assist with facility design review(s)

Task 2 - Requirements Tracking Matrix

RCC will create a Requirements Tracking Matrix to ensure all functional and operational requirements are included in the system design as the project

progresses.

Task 3 - Preliminary Design Review

RCC will review and comment on preliminary design documents provided by the vendor. RCC will recommends modification to be incorporated into the final design as necessary.

Task 4 - Final Design Review

RCC will thoroughly review the vendor's final design documents to verify that all edits and agreed-upon modifications are included and complete. This Task includes all systems, subsystems and interfaces to be included in the final system configuration.

Task 5 - Letters, Reports, White Papers

RCC will prepare these documents during implementation (letters, reports, white papers, etc) for the HCSOCS as required

Task 6 - Review and Verify Vendor Factory Orders

RCC will review the final project equipment list which contains infrastructure and subscriber equipment quantities, including mobile and portable radios, accessories, microwave and fiber components, towers, shelters, and generators (if required). RCC has an in-depth understanding of the various systems and can help identify inappropriate or unnecessary equipment.

Task 7 - Review Vendor-Provided System Acceptance Test Plans (ATP)

RCC will critically review both the Factory and Field Acceptance Test procedures submitted by the vendor to verify proper testing techniques, processes and test results. Note: It is extremely important that the County and RCC establish stringent requirements for system acceptance as part of the system RFP development. Allowing the vendor to drive this process places the County at a severe disadvantage and might allow the vendor to get away without delivering the required system performance if the ATP plan is not well designed in advance. RCC has extensive ATP plan development to help protect our clients. This experience will be utilized in this project.

The following list contains examples of installations and acceptance tests to be validated or verified by RCC:

- Microwave Factory Acceptance Test Plan
- Radio System Factory Acceptance Test Plan
- Microwave System Field Acceptance Test Plan
- Radio System Field Acceptance Test Plan
- Radio Coverage Acceptance Test Plan (outdoor)
- Location-Specific Radio Coverage Acceptance Test Plan (indoor)

- Mobile Unit Installation Test Plan
- Infrastructure Installation Test Plan
- Maintenance Training Plan
- Preventive Maintenance Plan
- User Training Plan
- System Transition and Deployment Plan
- Radio System Availability Test Plan
- Full System Acceptance Test Plan
- Oversee System Acceptance Factory Testing -Microwave System
- RCC will attend the factory testing of the microwave and radio systems. RCC will verify the testing procedures and results concur with the specifications and the test plan. RCC has attended many system staging events.

Activity 7.1 - Oversee Factory Acceptance Testing -Radio System

RCC will attend the factory testing of the radio system and shall verify the testing procedures and results concur with the specifications and the test plan

Activity 7.2 - Oversee Field Acceptance Testing -Microwave System

RCC will ensure that the new radio system has been tested properly per the acceptance test plans and performs according to the specifications.

RCC will validate the vendor's system acceptance testing procedures, the results, and if required, provide recommendations to the HCSOCS for system acceptance, or for resolution of any non-compliance.

RCC will publish a document providing test results to the HCSOCS, including a detailed analysis of any noncompliance or test failures, and recommendations for complete, partial or non-acceptance of the system.

Activity 7.3 - Infrastructure and Mobile Installation Verification

RCC will verify that installations meet contract requirements through field inspections of fixed infrastructure and representative vehicular installations. This shall include, but not be limited to, radio, microwave, backup power, shelters, towers, dispatch shelters/workstations and vehicular radios at all sites.

Activity 7.4 - Oversee Radio Coverage Testing

RCC will verify radio coverage performance by overseeing the vendor's coverage test setup, calibration and actual drive test measurements.

Activity 7.5 - Maintain Punch List Items

Task 8 – RCC will maintain a list of functional and installation-related deficiencies and make suggestions to the HCSOCS, Purchasing Department and the vendor on resolution methods when necessary. The project budget includes up to 32 hours for this task.

APPENDIX B

Best and Final Cost Proposal

Professional Fees and Expenses

RCC's Best & Final cost proposal has been prepared in conjunction with direction provided by the County's project team during our last meeting in Edinburg.

The cost proposal has been based on the following assumptions:

- RCC has assumed that the County will receive no more than three radio system proposals. We have included time for evaluation of up to three proposals.
- RCC has assumed that the Phase VI implementation will be completed within 12 months of execution of a contract with the successful vendor which is a reasonable assumption in projects of this size.
- RCC staff will attend one monthly on-site project meeting in Edinburg in each of the 12 months during implementation.
- RCC assumes that the County will not receive any vendor protests upon vendor selection. RCC has not included any time of fees to address protest issues. If a protest occurs, RCC can provide assistance in responding to the protest on a time and materials basis at the same hourly rates as in this proposal. RCC has an excellent record of avoiding protests, but cannot guarantee that a vendor will not protest an award. RCC has no direct control of the vendors.
- RCC has assumed that Coverage testing once the new system is on the air will require two weeks to complete, one week for drive testing and one week for portable radio testing in buildings. The successful vendor will provide all test equipment. RCC will monitor and oversee the testing for validity.
- RCC has assumed that the successful vendor will pass all of the Acceptance Tests the first time around and that re-testing won't be needed. If the vendor fails a test requiring retesting, additional testing time will be needed, depending on which test was failed. RCC has not included a contingency fund for retesting.
- Unexpected Tropical storms or Gulf Coast hurricanes that impact the Hidalgo County area could disrupt the project schedule.

Billing:

- Invoices will be issued to the County on a monthly basis for work done in the previous month
- Invoices are due within thirty (30) days. Payments not paid within 30 days may be assessed a late fee of 1.5% per month.
- Actual out-of-pocket expenses, if any, for travel, lodging, meals, and rental cars will be invoiced with professional fees and will be billed at actual plus an administrative fee of 10% to cover miscellaneous reimbursable expenses. RCC will utilize its corporate discounts whenever possible and will make every effort to ensure that such expenses are reasonable and necessary. An estimate of expenses has been included in our cost proposal. Note, with the high variability of airfares due to increased fuel costs, actual airfares may vary due to fare costs in effect at the time of travel. RCC will utilize its corporate discounts whenever possible to help minimize expenses.

- To help be responsive to the County's needs, RCC reserves the right to move fees and expenses between project tasks as long as the total amount billed to the County does not exceed the contract amount for the project.
- Additional terms and conditions are subject to RCC Consultant's Services agreement which will be sent to the County in a separate document.

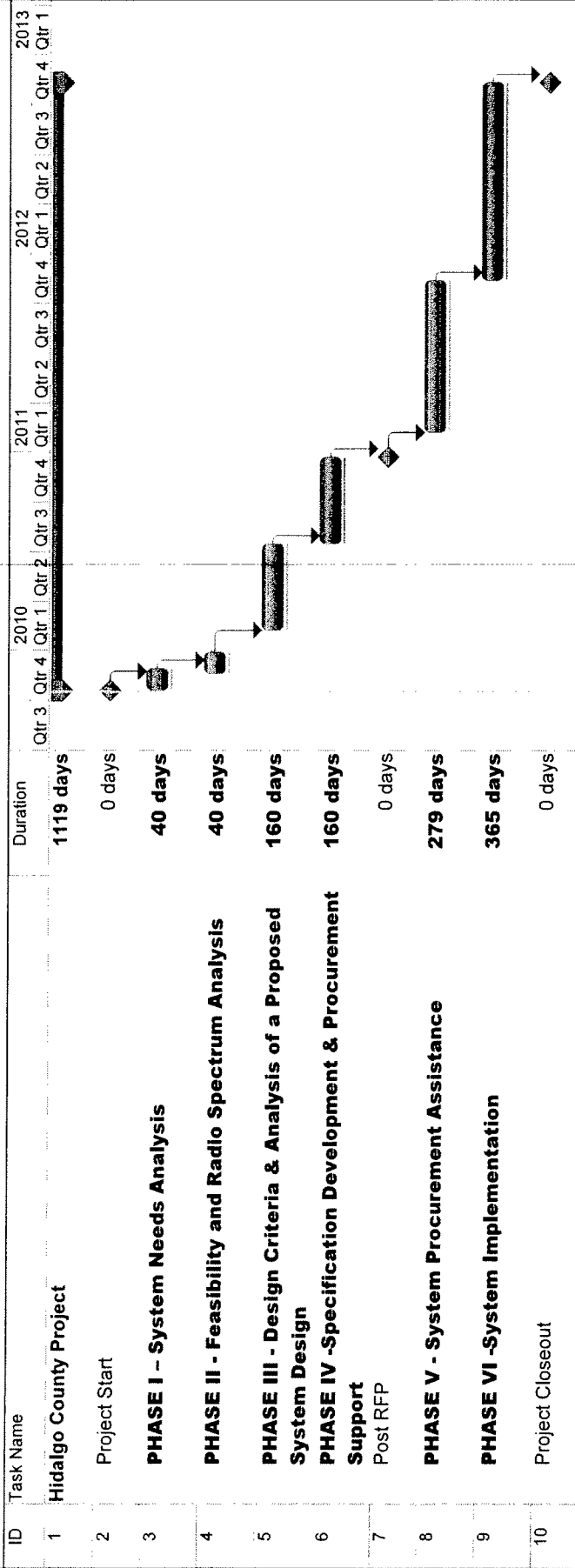
A breakdown of Professional Fees by Phase has been provided below.

PHASE I – System Needs Analysis	\$35,484.25
PHASE II - Feasibility and Radio Spectrum Analysis	\$32,992.50
PHASE III - Design Criteria & Analysis of a Proposed System Design	\$98,394.00
PHASE IV -Specification Development & Procurement Support	\$61,940.00
PHASE V - System Procurement Assistance	\$98,797.75
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PHASE VI -System Implementation	\$149,447.50

APPENDIX C

Project Schedule

Hidalgo County, Texas
Development of Countywide Trunked Radio System



Task



Milestone



Summary

APPENDIX D

Hidalgo County Certificate of Insurance

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/9/2009

PRODUCER Herbert L. Jamison & Co., LLC 100 Executive Drive West Orange, NJ 07052-3362 (973) 731-0806		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 RCC Consultants, Inc. 100 Woodbridge Center Drive, Suite 201 Woodbridge, NJ 07095-		INSURERS AFFORDING COVERAGE INSURER A: Great Northern Ins. Co. of New Jersey INSURER B: Federal Insurance Company INSURER C: Federal Insurance Company INSURER D: Evanston Insurance Company INSURER E:	NAIC # 124

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 ADD'L LTR	INSRQ	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 CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability	3580-91-70	7/7/2009	7/7/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73528728	7/7/2009	7/7/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	79836868	7/7/2009	7/7/2010	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	71710480	7/7/2009	7/7/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D		OTHER Architects & Engineers E & O	AE-817523	7/7/2009	7/7/2010	Per Claim/Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 As respects the operations of the named insured, Hidalgo County is included as additional insured under General Liability if required by lease or contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
 2802 S. Business Hwy 281
 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 30 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

