

**From:** [Martha Salazar](mailto:Martha.Salazar)  
**To:** ["Yvette Islas"](mailto:Yvette.Islas)  
**Subject:** FW: Re: 11.18.11 pm agrmnt  
**Date:** Tuesday, November 22, 2011 9:50:01 AM

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**From:** Steve Crain [mailto:scrain@atlashall.com]  
**Sent:** Tuesday, November 22, 2011 8:25 AM  
**To:** 'Martha Salazar'  
**Subject:** RE: Re: 11.18.11 pm agrmnt

[We can give paragraph 3 but not 12.](#)

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**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Tuesday, November 22, 2011 7:42 AM  
**To:** 'Steve Crain'  
**Cc:** 'Yvette Islas'; darlene.betancourt@co.hidalgo.tx.us  
**Subject:** FW: Re: 11.18.11 pm agrmnt  
**Importance:** High

Mr. Crain:

Please read below which contains the specific points that Hamer Enterprises has on the form of agreement HC is presenting for this project.

Let us know.

Marty

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**From:** Mike Braun [mailto:mgbraun@hecorp.com]  
**Sent:** Monday, November 21, 2011 4:23 PM  
**To:** Martha Salazar  
**Subject:** Fwd: Re: 11.18.11 pm agrmnt

11/21/2011 4:02:41 PM

Good Afternoon Marty,

Yvette left a message with our front desk after this was sent to her that I send this to you as well. Essentially, as I mentioned to Yvette there are 2 items in the contract that seem to be under question. The first is the fact that we would want to keep paragraph 3, "Consideration" as we have had it in the past. We have worked very hard over 8 years to keep our rates as low as possible, because it does not serve our interest or the County's if the rates rise to a point where people feel that they are not affordable. These rates are functionally controlled by a multitude of cost factors that are controlled by our central banking system in this Country and as well as any precipitous inflation that could befall this Country (as was the case in the late 70's). These are things that are out of our control. Moreover, as you can see from our history in the last contract we had an opportunity to raise rates and did not. As I said it is in our interest to keep these rates as low as possible so that more people will avail themselves of this service and to that extent we have met that intended purpose over the last 8 years.

The second item relates to liability. In this instance, Mr. Hamer had worked out the language to this paragraph (paragraph 12) with Steve Crane during the last contract

period. The main reason for this language is that we do not control in any shape manner or form the source data that is passed to us from the ACT Tax System software and in today's highly litigious world if incorrect data is passed to us then we can only process what is given to us.

Please let me know when you would like to schedule a call between Mr. Hamer and Steve so that Bill Hamer can take the time to review with him what they discussed 2 years ago.

Many thankx,  
Mike

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

**Subject:**Re: 11.18.11 pm agrmnt

**Date:**Mon, 21 Nov 2011 15:58:56 -0600

**From:**Mike Braun <[mgbraun@hecorp.com](mailto:mgbraun@hecorp.com)>

**To:**Yvette Islas <[yvette.islas@co.hidalgo.tx.us](mailto:yvette.islas@co.hidalgo.tx.us)>

11/21/2011 3:43:25 PM

Yvette,

I am attaching the contract in the form that we discussed [and how we proposed in our BAFO - see attached BAFO] as it relates to paragraph 3, "Consideration". I have also remodified paragraph 12, as it relates to liability - this is the item that Mr. Hamer must keep given the fact that we have no control over the data that is passed to our System from the ACT tax office system. Therefore, I have reinserted the sentence; "EAI liability hereunder for damages...shall not exceed the fees and other charges paid by the CLIENT under the agreement". As I mentioned, last week Mr. Hamer is in our Fort Worth Office this week, but would be very happy to discuss these 3 lines with Mr. Crane at a time that would work for both of them. So if you can ask Steve to give you 3 times that would work for him I will forward to Mr. Hamer so that they can once again discuss this item with him.

Finally, with regard to paragraph 3, "Consideration" please let Marty and Steve know that we will do all that we can to hold our rates as low as possible because it does not serve our interest to have these rates go to an elevated level that is not affordable for the card holder. In actuality, it is in our interest to have these rates as low as possible so that tax payers will avail themselves of the service - our experience with the County will clearly verify this point.

I will call you shortly to discuss.

many thankx,  
Mike

On 11/18/2011 5:04 PM, Yvette Islas wrote:

Mr. Braun,

Please clarify the issue your organization has with the attached agreement. Legal needs to review

it.

I have made a change to #3, please review it and address if necessary. This may be part of what legal has a question about.

Thank you for your help.

Yvette S. Islas  
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956-318-2626

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