

This Agreement is confidential and is exempt from disclosure under the Open Records Act

## FIRST AMENDMENT TO ELECTRIC SALES AGREEMENT

**THIS FIRST AMENDMENT TO ELECTRIC SALES AGREEMENT** (this "**First Amendment**") is entered into as of the 24<sup>th</sup> day of August, 2010 (the "**Amendment Date**") between **Texas General Land Office** ("**GLO**") and **County of Hidalgo** ("**Customer**") (collectively, the "**Parties**").

GLO and Customer entered into an Electric Sales Agreement dated May 22, 2008 (as same may have been previously modified or amended, the "**Agreement**"). This First Amendment sets forth the Parties' mutual agreement to amend the Agreement as set forth below. Undefined capitalized terms have the meanings assigned to them in the Agreement.

1. **Term.** As of the Amendment Date, the TERM provision set forth on Page 1 of the Agreement is amended by deleting the second sentence and replacing it with the following:

"The term will commence on the Switch Date, or, if a switch is not required, on the first Meter Read Date on or after **June 1, 2008**, and will expire, unless earlier terminated, on the first Meter Read Date after **November 30, 2015** for each Customer Location ("**Initial Term**")."

2. **Definitions.** As of the Amendment Date, the following will occur with regard to the **Definitions** section contained in the **General Terms and Conditions** of the Agreement: (i) the definition of "**Seller**" is deleted and replaced in its entirety with the following: "**Seller**" shall mean the Texas General Land Office, acting through its representative, Reliant Energy Retail Services, LLC, a Delaware limited liability company ("**Reliant**") and is sometimes referred to herein as "we" "us" and "our", (ii) the reference to "**Solutions**" in the definition of "**Default Service**" is deleted and replaced with "**Reliant**", (iii) the following definitions are deleted: "**Password**", "**Transition Charge**", "**Transition Term**", and "**Site**" and (iv) the following definitions are added:

"**Law**" means any law, statute, regulation, rule, ERCOT protocol, exchange rule, decision, writ, order, decree, or judgment, or any interpretation thereof by any court, agency, or instrumentality having jurisdiction, including ERCOT.

"**Meter Read Date**" means the actual meter read date that corresponds to the TDSP's regularly scheduled meter read date, as ascertained from the meter reading schedule published on the TDSP's website.

"**Site**" means the Texas General Land Office website on the Internet, <http://www.glo.state.tx.us/energy/spp/index.html>.

3. **Assignment.** As of the Amendment Date, the **Assignment to Solutions** provision is deleted and replaced in its entirety with the following:

**Assignment to Reliant:** Notwithstanding anything to the contrary in this Agreement, if, subsequent to the date of this Agreement, Seller (1) is prohibited by law from selling electricity to Customer, or (2) is in Default under this Agreement, Seller, Customer and Reliant agree that Reliant will sell electricity directly to Customer at the same Contract Price and upon the terms and conditions contained herein, for the remainder of the Term of this Agreement. In this event, Customer shall have incurred no actual damages."

4. As of the Amendment Date, the following provision is added after the **Assignment to Reliant** provision in the **General Terms and Conditions**:

{00097903.2 / 02-0295-8120}  
GLO Form Amendment (**Bundled Nodal**)  
County of Hidalgo\_05/22/08  
First Amendment (B&E Sept 10)\_08/24/10  
1-8JFWD



**"Change in Law:** If a Party or its activities related to this Agreement are affected by any Law enacted after the Effective Date ("Change in Law") that makes performance of this Agreement unenforceable or illegal, then either Party, without any payment obligation or other liability (other than payment for Energy received and performance of other transactions or other obligations incurred before termination), may terminate this Agreement without consent of, and upon Notice to, the other Party, upon the earlier of 60 days prior Notice or other prior Notice effective on the date the Change in Law becomes effective; provided that Seller will exercise this termination right only if it is unable, after commercially reasonable efforts, to effect an assignment of this Agreement to Reliant pursuant to the immediately preceding paragraph before the Change in Law becomes effective. If a Change in Law occurs relating to the wholesale or retail electricity market in ERCOT resulting in new or modified fees, costs of performance, or other charges being incurred by Seller and other ERCOT market participants, including taxes, fees, charges, impositions, assessments, or restrictions or allowance requirement(s) related to carbon emissions from electric generation in ERCOT ("**Emissions Charges**"), then to the extent incurred by Seller, all of the incremental amounts, including Emissions Charges, may be reasonably allocated and billed to Customer as an authorized charge or adjustment to the Contract Price."

5. **Customer Locations.** As of the Amendment Date, **Appendix A** of the Agreement is deleted and replaced with the attached **Appendix A**.

6. **Appendix B/Contract Charge.** As of the first Meter Read Date on or after **September 1, 2010**, **Appendix B** is deleted and replaced with the attached **Appendix B**.

All Appendices attached hereto are incorporated herein for all purposes.

Except as specifically amended and provided herein, the terms and conditions of the Agreement shall remain in full force and effect as written and the law governing the Agreement shall govern this First Amendment.



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IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, execute, ratify and confirm this First Amendment as of the Amendment Date.

**THE PERSON SIGNING THIS AGREEMENT ON YOUR BEHALF OF THE CUSTOMER CERTIFIES THAT HE OR SHE IS AUTHORIZED TO LEGALLY OBLIGATE THE CUSTOMER.**

**TEXAS GENERAL LAND OFFICE  
SELLER:**

**COUNTY OF HIDALGO  
CUSTOMER:**

By: [Signature]  
Larry L. Laine,  
Chief Clerk/Deputy Land Commissioner  
General Land Office

By: [Signature]  
Name: \_\_\_\_\_

Date: 10/27/10

Title: County Judge  
Date: 08/25/10

SA AM  
DIV CCG  
GC WFW

ATTEST:  
Hidalgo County Clerk  
[Signature]  
Arturo Guajardo Jr.

**THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF RELIANT ENERGY RETAIL SERVICES, LLC CERTIFIES THAT HE OR SHE IS AUTHORIZED TO LEGALLY OBLIGATE RELIANT ENERGY RETAIL SERVICES, LLC. Reliant is a signatory to this Agreement for purposes of acknowledging its obligations to accept assignment as provided in the General Terms and Conditions.**

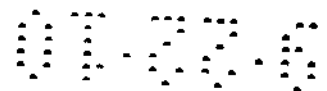
**RELIANT:  
RELIANT ENERGY RETAIL SERVICES, LLC**

By: [Signature]  
Name: Jason Few  
Title: President  
Date: \_\_\_\_\_

[Signature]

Approved as to form:  
Atlas & Hall, LLP  
By: [Signature]

{00097903.2 / 02-0295-8120}  
GLO Form Amendment (Bundled Nodal)  
County of Hidalgo\_05/22/08  
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**APPENDIX A**

**Customer Locations**

#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	ESID	COMMENCEMENT DATE
1.	Hidalgo County	3100 S US HIGHWAY 281 UNIT SHED	EDINBURG	TX	78539	10032789400692201	6/1/2008
2.	Hidalgo County	3100 S US HIGHWAY 281 ODLT 150HPS	EDINBURG	TX	78539	10032789400692202	6/1/2008
3.	Hidalgo County	704 E TEXANO DR #CLINIC	HIDALGO	TX	78557	10032789402851500	6/1/2008
4.	Hidalgo County	722 N BREYFOGLE RD UNIT A2	MISSION	TX	78572	10032789402975838	6/1/2008
5.	Hidalgo County	2 N 6TH AVE	SAN CARLOS	TX	78539	10032789403848460	6/1/2008
6.	Hidalgo County	722 N BREYFOGLE RD UNIT C6	MISSION	TX	78572	10032789404058039	6/1/2008
7.	Hidalgo County	2802 S CLOSNER BLVD	EDINBURG	TX	78539	10032789404398205	6/1/2008
8.	Hidalgo County	1 FM 886 UNIT 1000HPS	LOS EBANOS	TX	78565	10032789404610889	6/1/2008
9.	Hidalgo County	317 N CLOSNER BLVD UNIT BS	EDINBURG	TX	78541	10032789405600210	6/1/2008
10.	Hidalgo County	90 CEMETERY RD ODLT 400MH	LOS EBANOS	TX	78565	10032789405833540	6/1/2008
11.	Hidalgo County	1902 JOE STEPHENS AVE ODLT 400HPS UNIT ODL	WESLACO	TX	78596	10032789406011601	6/1/2008
12.	Hidalgo County	1101 N DOOLITTLE RD OFC	EDINBURG	TX	78541	10032789406220740	6/1/2008
13.	Hidalgo County	1101 N DOOLITTLE RD UNIT 1KMH3X3	EDINBURG	TX	78542	10032789406220741	6/1/2008
14.	Hidalgo County	100 N CLOSNER BLVD ODLT 1KMH6X7	EDINBURG	TX	78539	10032789406506775	6/1/2008
15.	Hidalgo County	1 E UNIVERSITY DR UNIT 175MV	EDINBURG	TX	78539	10032789407191410	6/1/2008
16.	Hidalgo County	1 E UNIVERSITY DR UNIT 400MV	EDINBURG	TX	78539	10032789407191411	6/1/2008
17.	Hidalgo County	722 N BREYFOGLE RD UNIT C3	MISSION	TX	78572	10032789407522345	6/1/2008
18.	Hidalgo County	3100 S US HIGHWAY 281 UNIT 1	EDINBURG	TX	78539	10032789408071865	6/1/2008
19.	Hidalgo County	1 FM 493 COUNTY DUMP	DONNA	TX	78537	10032789408154350	6/1/2008
20.	Hidalgo County	402 N 13TH AVE	EDINBURG	TX	78541	10032789408394031	6/1/2008
21.	Hidalgo County	301 E HACKBERRY AVE UNIT R	MCALLEN	TX	78501	10032789408674500	6/1/2008
22.	Hidalgo County	722 N BREYFOGLE RD UNIT C1	MISSION	TX	78572	10032789409105529	6/1/2008
23.	Hidalgo County	1124 N M RD	EDINBURG	TX	78541	10032789409612422	6/1/2008
24.	Hidalgo County	321 E LOEB ST	EDINBURG	TX	78539	10032789410911230	6/1/2008
25.	Hidalgo County	3100 S US HIGHWAY 281 ODLT 1KHPS	EDINBURG	TX	78539	10032789411470591	6/1/2008
26.	Hidalgo County	3100 S US HIGHWAY 281 ODLT 1KPHS1	EDINBURG	TX	78539	10032789411470592	6/1/2008
27.	Hidalgo County	3100 S US HIGHWAY 281 ODLT 1KMH6X7	EDINBURG	TX	78539	10032789411470593	6/1/2008
28.	Hidalgo County	3100 S US HIGHWAY 281 ODLT 400HPS	EDINBURG	TX	78539	10032789411470594	6/1/2008
29.	Hidalgo County	1902 JOE STEPHENS AVE UNIT 202	WESLACO	TX	78596	10032789411642220	6/1/2008
30.	Hidalgo County	722 N BREYFOGLE RD UNIT C7	MISSION	TX	78572	10032789413900895	6/1/2008
31.	Hidalgo County	MADERO ANZALDUAS	MISSION	TX	78572	10032789414620963	6/1/2008
32.	Hidalgo County	1304 S 25TH AVE	EDINBURG	TX	78539	10032789414946030	6/1/2008
33.	Hidalgo County	1304 S 25TH AVE ODLT 400HPS1	EDINBURG	TX	78539	10032789414946031	6/1/2008
34.	Hidalgo County	1304 S 25TH AVE ODLT 400HPS	EDINBURG	TX	78542	10032789414946032	6/1/2008
35.	Hidalgo County	1304 S 25TH AVE ODLT 1KHPS	EDINBURG	TX	78542	10032789414946033	6/1/2008

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#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	ESID	COMMENCEMENT DATE
36.	Hidalgo County	101 S 10TH AVE UNIT CORNER	EDINBURG	TX	78539	10032789417533347	6/1/2008
37.	Hidalgo County	500 W MILITARY RD	PENITAS	TX	78576	10032789417572130	6/1/2008
38.	Hidalgo County	3519 W MAIN AVE	ALTON	TX	78572	10032789418467818	6/1/2008
39.	Hidalgo County	N MCKINLEY UNIT 250HPS	HARGILL	TX	78549	10032789418732449	6/1/2008
40.	Hidalgo County	2501 MOOREFIELD RD	MISSION	TX	78572	10032789418772691	6/1/2008
41.	Hidalgo County	2501 MOOREFIELD RD ODLT 1KHPS	MISSION	TX	78572	10032789418772692	6/1/2008
42.	Hidalgo County	2501 MOOREFIELD RD ODLT 250HPS	MISSION	TX	78572	10032789418772693	6/1/2008
43.	Hidalgo County	SEMINARY RD UNIT PUMPHSE	EDINBURG	TX	78539	10032789419355922	6/1/2008
44.	Hidalgo County	1711 N BRIDGE AVE UNIT 2	WESLACO	TX	78596	10032789420798679	6/1/2008
45.	Hidalgo County	610 W EXPRESSWAY 83	SULLIVAN CITY	TX	78595	10032789421175231	6/1/2008
46.	Hidalgo County	610 W EXPRESSWAY 83 ODL	SULLIVAN CITY	TX	78595	10032789421175232	6/1/2008
47.	Hidalgo County	610 W EXPRESSWAY 83 ODLT 1KHPS2 CLINIC	SULLIVAN CITY	TX	78595	10032789421175233	6/1/2008
48.	Hidalgo County	610 W EXPRESSWAY 83 ODLT 1KHPS1 CLINIC	SULLIVAN CITY	TX	78595	10032789421175234	6/1/2008
49.	Hidalgo County	LAKE DELTA UNIT SHOP	MONTE ALTO	TX	78538	10032789421402131	6/1/2008
50.	Hidalgo County	3100 S US HIGHWAY 281 BLDG A	EDINBURG	TX	78539	10032789422977851	6/1/2008
51.	Hidalgo County	317 N CLOSNER BLVD	EDINBURG	TX	78541	10032789423336285	6/1/2008
52.	Hidalgo County	E GOODWIN RD TXDOT	MISSION	TX	78572	10032789424194879	6/1/2008
53.	Hidalgo County	1902 JOE STEPHENS AVE UNIT 201	WESLACO	TX	78596	10032789424728750	6/1/2008
54.	Hidalgo County	90 CEMETERY RD ODLT 150HPS	LOS EBANOS	TX	78565	10032789424788062	6/1/2008
55.	Hidalgo County	722 N BREYFOGLE RD UNIT A3	MISSION	TX	78572	10032789424908955	6/1/2008
56.	Hidalgo County	722 N BREYFOGLE RD UNIT A4	MISSION	TX	78572	10032789425445335	6/1/2008
57.	Hidalgo County	301 E HACKBERRY AVE ODLT 1KHPS @AL	MCALLEN	TX	78501	10032789426639410	6/1/2008
58.	Hidalgo County	222 N 12TH AVE	EDINBURG	TX	78541	10032789428614510	6/1/2008
59.	Hidalgo County	14 ALAMO ST ODLT 150HPS	EDINBURG	TX	78539	10032789428843820	6/1/2008
60.	Hidalgo County	200 W 2ND ST	LA JOYA	TX	78560	10032789430324490	6/1/2008
61.	Hidalgo County	300 E HACKBERRY AVE UNIT S	MCALLEN	TX	78501	10032789430455980	6/1/2008
62.	Hidalgo County	1711 N BRIDGE AVE BOYS	WESLACO	TX	78596	10032789430709590	6/1/2008
63.	Hidalgo County	1711 N BRIDGE AVE ODLT 1KHPS BOYS	WESLACO	TX	78596	10032789430709591	6/1/2008
64.	Hidalgo County	1711 N BRIDGE AVE ODLT 250HPS1 BOYS	WESLACO	TX	78596	10032789430709592	6/1/2008
65.	Hidalgo County	1711 N BRIDGE AVE ODLT 250HPS2 BOYS	WESLACO	TX	78596	10032789430709593	6/1/2008
66.	Hidalgo County	1711 N BRIDGE AVE ODLT 400HPS BOYS	WESLACO	TX	78596	10032789430709594	6/1/2008
67.	Hidalgo County	800 N DOOLITTLE RD	EDINBURG	TX	78539	10032789431071961	6/1/2008
68.	Hidalgo County	500 W MILITARY RD ODLT 250HPS	PENITAS	TX	78576	10032789431127520	6/1/2008
69.	Hidalgo County	500 W MILITARY RD ODLT 1KHPS	PENITAS	TX	78576	10032789431127521	6/1/2008
70.	Hidalgo County	S 12TH AVE ODLT 1KMH6X7	EDINBURG	TX	78539	10032789431438950	6/1/2008
71.	Hidalgo County	E MAHL ST ODLT 100HPS	EDINBURG	TX	78539	10032789431841695	6/1/2008
72.	Hidalgo County	3105 E RICHARDSON RD	EDINBURG	TX	78541	10032789432065660	6/1/2008

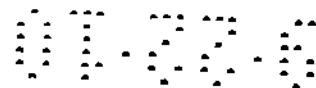
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73.	Hidalgo County	3105 E RICHARDSON RD ODLT 150HPS	EDINBURG	TX	78542	10032789432065661	6/1/2008
74.	Hidalgo County	3105 E RICHARDSON RD ODLT 1KPHS1	EDINBURG	TX	78541	10032789432065662	6/1/2008
75.	Hidalgo County	3105 E RICHARDSON RD ODL	EDINBURG	TX	78541	10032789432065663	6/1/2008
76.	Hidalgo County	301 E HACKBERRY AVE HSE	MCALLEN	TX	78501	10032789433913030	6/1/2008
77.	Hidalgo County	107 N IOWA RD UNIT SHOP	MOORE FIELD	TX	78572	10032789434097521	6/1/2008
78.	Hidalgo County	317 N CLOSNER BLVD UNIT IGHTS	EDINBURG	TX	78541	10032789434651276	6/1/2008
79.	Hidalgo County	1051 N DOOLITTLE RD UNIT ADMOFC NONE	EDINBURG	TX	78542	10032789436518925	6/1/2008
80.	Hidalgo County	5 N BRYAN BLVD UNIT 05	ALTON	TX	78572	10032789437850010	6/1/2008
81.	Hidalgo County	5 N BRYAN BLVD ODLT 150HPS	ALTON	TX	78572	10032789437850011	6/1/2008
82.	Hidalgo County	5 N BRYAN BLVD ODLT 1KHPS	ALTON	TX	78572	10032789437850012	6/1/2008
83.	Hidalgo County	109 N STADIUM DR	LA JOYA	TX	78560	10032789438104121	6/1/2008
84.	Hidalgo County	1902 JOE STEPHENS AVE UNIT 204	WESLACO	TX	78596	10032789438652541	6/1/2008
85.	Hidalgo County	124 E PARK AVE	PHARR	TX	78577	10032789440223640	6/1/2008
86.	Hidalgo County	220 S BICENTENNIAL BLVD STE D2	MCALLEN	TX	78501	10032789441054098	6/1/2008
87.	Hidalgo County	1001 N DOOLITTLE RD	EDINBURG	TX	78541	10032789441389317	6/1/2008
88.	Hidalgo County	3100 S US HIGHWAY 281 BLDG C	EDINBURG	TX	78539	10032789441687961	6/1/2008
89.	Hidalgo County	1902 JOE STEPHENS AVE UNIT 401	WESLACO	TX	78596	10032789442124570	6/1/2008
90.	Hidalgo County	1901 N BRIDGE AVE	WESLACO	TX	78596	10032789444002490	6/1/2008
91.	Hidalgo County	1901 N BRIDGE AVE ODLT 400HPS	WESLACO	TX	78596	10032789444002491	6/1/2008
92.	Hidalgo County	1901 N BRIDGE AVE ODLT 1KHPS	WESLACO	TX	78596	10032789444002492	6/1/2008
93.	Hidalgo County	722 N BREYFOGLE RD UNIT C8	MISSION	TX	78572	10032789444988039	6/1/2008
94.	Hidalgo County	722 N BREYFOGLE RD UNIT B1	MISSION	TX	78572	10032789445157538	6/1/2008
95.	Hidalgo County	2 E SCHUNIOR ST UNIT 1/4 N	EDINBURG	TX	78539	10032789445533090	6/1/2008
96.	Hidalgo County	EL GATO RD W BORDER RD	ALAMO	TX	78516	10032789446677850	6/1/2008
97.	Hidalgo County	1711 N BRIDGE AVE STLG 400MH	WESLACO	TX	78596	10032789447542710	6/1/2008
98.	Hidalgo County	1902 JOE STEPHENS AVE UNIT 101	WESLACO	TX	78596	10032789448238540	6/1/2008
99.	Hidalgo County	722 N BREYFOGLE RD UNIT C5	MISSION	TX	78572	10032789448700805	6/1/2008
100.	Hidalgo County	329 E STATE AVE	PHARR	TX	78577	10032789449233940	6/1/2008
101.	Hidalgo County	301 S 8TH ST	DONNA	TX	78537	10032789450127191	6/1/2008
102.	Hidalgo County	301 S 8TH ST ODLT 250HPS	DONNA	TX	78537	10032789450127192	6/1/2008
103.	Hidalgo County	44 MILE 11 N	WESLACO	TX	78596	10032789450203200	6/1/2008
104.	Hidalgo County	902 N DOOLITTLE RD FIRING RN	EDINBURG	TX	78542	10032789450313521	6/1/2008
105.	Hidalgo County	313 E BUSINESS HIGHWAY 83 STE 113 WIC CLINIC	ALAMO	TX	78516	10032789451537548	6/1/2008
106.	Hidalgo County	1429 S TOWER RD UNIT MULTI PRPS BDG	ALAMO	TX	78516	10032789451762569	6/1/2008
107.	Hidalgo County	1902 JOE STEPHENS AVE UNIT 203	WESLACO	TX	78596	10032789452407040	6/1/2008
108.	Hidalgo County	401 N CLOSNER BLVD ODLT 250MH UNIT FL	EDINBURG	TX	78541	10032789452841230	6/1/2008
109.	Hidalgo County	401 N CLOSNER BLVD ODLT 1KMH6X7 UNIT FL	EDINBURG	TX	78541	10032789452841231	6/1/2008

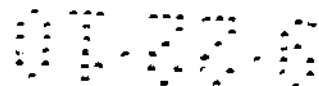
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#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	ESID	COMMENCEMENT DATE
110.	Hidalgo County	23 CATARINA	PROGRESO	TX	78579	10032789453754301	6/1/2008
111.	Hidalgo County	1711 N BRIDGE AVE GIRLS	WESLACO	TX	78596	10032789454129532	6/1/2008
112.	Hidalgo County	410 W 4TH	HARGILL	TX	78549	10032789454505415	6/1/2008
113.	Hidalgo County	1000 N M RD UNIT SP	EDINBURG	TX	78539	10032789454766321	6/1/2008
114.	Hidalgo County	219 E LOEB ST	EDINBURG	TX	78541	10032789455481040	6/1/2008
115.	Hidalgo County	219 E LOEB ST ODLT 400MV1	EDINBURG	TX	78541	10032789455481041	6/1/2008
116.	Hidalgo County	219 E LOEB ST ODL	EDINBURG	TX	78541	10032789455481042	6/1/2008
117.	Hidalgo County	107 N IOWA RD	MOORE FIELD	TX	78572	10032789455759138	6/1/2008
118.	Hidalgo County	201 W 6TH ST	LOS EBANOS	TX	78565	10032789456144691	6/1/2008
119.	Hidalgo County	201 W 6TH ST ODLT 250HPS2 PAVILLION	LOS EBANOS	TX	78565	10032789456144692	6/1/2008
120.	Hidalgo County	201 W 6TH ST ODLT 250HPS1 PAVILLION	LOS EBANOS	TX	78565	10032789456144693	6/1/2008
121.	Hidalgo County	201 W 6TH ST ODL	LOS EBANOS	TX	78565	10032789456144694	6/1/2008
122.	Hidalgo County	4 N BENTSEN PALM DR UNIT BEACONS	MISSION	TX	78574	10032789456438345	6/1/2008
123.	Hidalgo County	722 N BREYFOGLE RD UNIT C4	MISSION	TX	78572	10032789461601209	6/1/2008
124.	Hidalgo County	1711 N BRIDGE AVE	WESLACO	TX	78596	10032789461867090	6/1/2008
125.	Hidalgo County	212 N 12TH AVE	EDINBURG	TX	78541	10032789462453451	6/1/2008
126.	Hidalgo County	1902 JOE STEPHENS AVE UNIT 301	WESLACO	TX	78596	10032789462986250	6/1/2008
127.	Hidalgo County	2 E SCHUNIOR ST	EDINBURG	TX	78539	10032789463752051	6/1/2008
128.	Hidalgo County	2 E SCHUNIOR ST ODLT 400HPS	EDINBURG	TX	78539	10032789463752052	6/1/2008
129.	Hidalgo County	MADERO UNIT 1	MISSION	TX	78572	10032789465271861	6/1/2008
130.	Hidalgo County	414 W 12TH ST WAREHOUSE	MISSION	TX	78572	10032789465349570	6/1/2008
131.	Hidalgo County	1 S MILE 1 E OFC	MERCEDES	TX	78570	10032789466619520	6/1/2008
132.	Hidalgo County	100 N CLOSNER BLVD UNIT 1	EDINBURG	TX	78539	10032789466756850	6/1/2008
133.	Hidalgo County	16 N DOOLITTLE RD ODLT 250HPS	EDINBURG	TX	78539	10032789466904120	6/1/2008
134.	Hidalgo County	301 E HACKBERRY AVE	MCALLEN	TX	78501	10032789467191190	6/1/2008
135.	Hidalgo County	301 E HACKBERRY AVE ODLT 1KHPS	MCALLEN	TX	78501	10032789467191191	6/1/2008
136.	Hidalgo County	410 N 13TH AVE	EDINBURG	TX	78541	10032789467608901	6/1/2008
137.	Hidalgo County	410 N 13TH AVE ODL	EDINBURG	TX	78541	10032789467608902	6/1/2008
138.	Hidalgo County	25 LINDA VISTA ST UNIT B5	MISSION	TX	78572	10032789468619000	6/1/2008
139.	Hidalgo County	708 E HIGHWAY 107	ELSA	TX	78543	10032789468942440	6/1/2008
140.	Hidalgo County	300 E HACKBERRY AVE UNIT A	MCALLEN	TX	78501	10032789469216400	6/1/2008
141.	Hidalgo County	109 N CYPRESS ST	PHARR	TX	78577	10032789469446040	6/1/2008
142.	Hidalgo County	1102 N DOOLITTLE RD UNIT SHOP	EDINBURG	TX	78541	10032789470064791	6/1/2008
143.	Hidalgo County	1 N ABRAM RD	ABRAM	TX	78572	10032789470251263	6/1/2008
144.	Hidalgo County	107 N IOWA RD UNIT OFC	MOORE FIELD	TX	78572	10032789470869801	6/1/2008
145.	Hidalgo County	3105 W UNIVERSITY DR UNIT W	EDINBURG	TX	78539	10032789470894381	6/1/2008
146.	Hidalgo County	3105 W UNIVERSITY DR UNIT W ODL	EDINBURG	TX	78539	10032789470894382	6/1/2008

Deal Option ID # 599498463  
 County of Hidalgo\_05/22/08  
 First Amendment (B&E Sept 10)\_08/24/10  
 1-8JEW



**This Agreement is confidential and is exempt from disclosure under the Open Records Act**

#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	ESID	COMMENCEMENT DATE
147.	Hidalgo County	90 CEMETERY RD ODLT 400MH 1	LOS EBANOS	TX	78565	10032789471271070	6/1/2008
148.	Hidalgo County	113 DAWSON ST	EDINBURG	TX	78539	10032789471340792	6/1/2008
149.	Hidalgo County	11 ABRAM RD	ABRAM	TX	78572	10032789472495880	6/1/2008
150.	Hidalgo County	3 ABRAM RD ODLT 400HPS	ABRAM	TX	78572	10032789472495881	6/1/2008
151.	Hidalgo County	4 ABRAM RD ODLT 400HPS	ABRAM	TX	78572	10032789472495882	6/1/2008
152.	Hidalgo County	2 ABRAM RD ODLT 1KHPS	ABRAM	TX	78572	10032789472495883	6/1/2008
153.	Hidalgo County	11 ABRAM RD ODLT 1KHPS	ABRAM	TX	78572	10032789472495884	6/1/2008
154.	Hidalgo County	722 N BREYFOGLE RD UNIT A1	MISSION	TX	78572	10032789474505606	6/1/2008
155.	Hidalgo County	902 N DOOLITTLE RD	EDINBURG	TX	78541	10032789475103582	6/1/2008
156.	Hidalgo County	902 N DOOLITTLE RD ODL	EDINBURG	TX	78541	10032789475103583	6/1/2008
157.	Hidalgo County	902 N DOOLITTLE RD ODL	EDINBURG	TX	78541	10032789475103584	6/1/2008
158.	Hidalgo County	1000 N M RD UNIT B	EDINBURG	TX	78539	10032789475550070	6/1/2008
159.	Hidalgo County	2 N LA HOMA RD	MISSION	TX	78572	10032789476102595	6/1/2008
160.	Hidalgo County	211 S SCHUERBACH RD	MISSION	TX	78572	10032789476268840	6/1/2008
161.	Hidalgo County	211 S SCHUERBACH RD ODLT 1KHPS	MISSION	TX	78572	10032789476268841	6/1/2008
162.	Hidalgo County	211 S SCHUERBACH RD ODLT 400HPS ODL	MISSION	TX	78572	10032789476268842	6/1/2008
163.	Hidalgo County	211 S SCHUERBACH RD ODLT 400HPS	MISSION	TX	78572	10032789476268843	6/1/2008
164.	Hidalgo County	1 CATARINA	PROGRESO	TX	78579	10032789476832180	6/1/2008
165.	Hidalgo County	18122 QUEEN PALM DR	PENITAS	TX	78576	10032789477103896	6/1/2008
166.	Hidalgo County	1217 W HOUSTON AVE	MCALLEN	TX	78501	10032789477159740	6/1/2008
167.	Hidalgo County	1000 N M RD UNIT A	EDINBURG	TX	78539	10032789478120470	6/1/2008
168.	Hidalgo County	1000 N M RD ODLT 1KMH UNIT A	EDINBURG	TX	78539	10032789478120471	6/1/2008
169.	Hidalgo County	1000 N M RD ODLT 1KMH6X7 UNIT A	EDINBURG	TX	78539	10032789478120472	6/1/2008
170.	Hidalgo County	1000 N M RD ODLT 400MH UNIT A	EDINBURG	TX	78539	10032789478120473	6/1/2008
171.	Hidalgo County	MADERO UNIT 3	MISSION	TX	78572	10032789480144371	6/1/2008
172.	Hidalgo County	94 FM 1015 PORTBLE BL	PROGRESO	TX	78579	10032789480746080	6/1/2008
173.	Hidalgo County	500 W MILITARY RD LANDFILL	PENITAS	TX	78576	10032789481000391	6/1/2008
174.	Hidalgo County	301 E HACKBERRY AVE ODLT 250HPS	MCALLEN	TX	78501	10032789481522740	6/1/2008
175.	Hidalgo County	301 E HACKBERRY AVE ODLT 250HPS AL	MCALLEN	TX	78501	10032789481522741	6/1/2008
176.	Hidalgo County	1711 N BRIDGE AVE UNIT 400HPSD	WESLACO	TX	78596	10032789483395040	6/1/2008
177.	Hidalgo County	1 S TOWER RD UNIT UNMTR	ALAMO	TX	78516	10032789483688010	6/1/2008
178.	Hidalgo County	3 S TOWER RD	ALAMO	TX	78516	10032789483688011	6/1/2008
179.	Hidalgo County	100 N CLOSNER BLVD	EDINBURG	TX	78539	10032789484711680	6/1/2008
180.	Hidalgo County	101 S 10TH AVE 12 & UNIV -ES OF PARK LOT	EDINBURG	TX	78539	10032789485011110	6/1/2008
181.	Hidalgo County	101 S 10TH AVE ODLT 400MV	EDINBURG	TX	78539	10032789485011111	6/1/2008
182.	Hidalgo County	1 FM 886	SULLIVAN CITY	TX	78595	10032789485261585	6/1/2008
183.	Hidalgo County	S CONWAY AVE ODLT 250-HPS	MISSION	TX	78572	10032789485776990	6/1/2008

Deal Option ID # 599498463  
 County of Hidalgo\_05/22/08  
 First Amendment (B&E Sept 10)\_08/24/10  
 1-8JEW



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#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	ESID	COMMENCEMENT DATE
184.	Hidalgo County	S CONWAY AVE ODLT HPS250	MISSION	TX	78572	10032789485776991	6/1/2008
185.	Hidalgo County	S CONWAY AVE ODLT 400HPS	MISSION	TX	78572	10032789485776992	6/1/2008
186.	Hidalgo County	S CONWAY AVE ODLT 250 HPS	MISSION	TX	78572	10032789485776993	6/1/2008
187.	Hidalgo County	540 S TEXAS AVE UNIT 1@	MERCEDES	TX	78570	10032789487143350	6/1/2008
188.	Hidalgo County	1905 N FIR ST	PHARR	TX	78577	10032789487436170	6/1/2008
189.	Hidalgo County	1905 N FIR ST ODLT 400HPS	PHARR	TX	78577	10032789487436171	6/1/2008
190.	Hidalgo County	1905 N FIR ST ODLT 1KPHS1	PHARR	TX	78577	10032789487436172	6/1/2008
191.	Hidalgo County	1905 N FIR ST ODLT 1KHPS	PHARR	TX	78577	10032789487436173	6/1/2008
192.	Hidalgo County	LAKE DELTA UNIT PARK	MONTE ALTO	TX	78538	10032789487880661	6/1/2008
193.	Hidalgo County	LAKE DELTA ODL	MONTE ALTO	TX	78538	10032789487880662	6/1/2008
194.	Hidalgo County	LAKE DELTA ODL	MONTE ALTO	TX	78538	10032789487880663	6/1/2008
195.	Hidalgo County	301 E STATE AVE	PHARR	TX	78577	10032789489273171	6/1/2008
196.	Hidalgo County	301 E STATE ST ODL	PHARR	TX	78577	10032789489273172	6/1/2008
197.	Hidalgo County	300 E HACKBERRY AVE UNIT N	MCALLEN	TX	78501	10032789490936551	6/1/2008
198.	Hidalgo County	N MINNESOTA & 1 MILE	MISSION	TX	78572	10032789491127151	6/1/2008
199.	Hidalgo County	1212 S 25TH AVE UNIT 1@	EDINBURG	TX	78542	10032789492235281	6/1/2008
200.	Hidalgo County	722 N BREYFOGLE RD UNIT C2	MISSION	TX	78572	10032789493129815	6/1/2008
201.	Hidalgo County	S INSPIRATION RD 1/2 S INSPIRATION	MISSION	TX	78572	10032789494041450	6/1/2008
202.	Hidalgo County	329 E STATE ST OFC	PHARR	TX	78577	10032789494852580	6/1/2008
203.	Hidalgo County	MADERO UNIT RESTRMS	MISSION	TX	78572	10032789496229380	6/1/2008
204.	Hidalgo County	100 E CANO ST	EDINBURG	TX	78539	10032789497159140	6/1/2008
205.	Hidalgo County	1217 W HOUSTON AVE PORT	MCALLEN	TX	78501	10032789497756430	6/1/2008
206.	Hidalgo County	3109 W UNIVERSITY DR	EDINBURG	TX	78539	10032789498613451	6/1/2008
207.	Hidalgo County	6 N MCKINLEY	HARGILL	TX	78549	10032789499682815	6/1/2008
208.	Hidalgo County	122 E PARK AVE	PHARR	TX	78577	10032789499787301	6/1/2008
209.	Hidalgo County	1429 S TOWER RD	ALAMO	TX	78516	10032789403596235	6/19/2009
210.	Hidalgo County	201 N CLOSNER BLVD	EDINBURG	TX	78541	10032789463059840	8/20/2009
211.	Hidalgo County	417 S OREGON AVE	WESLACO	TX	78596	10032789420037970	9/25/2009
212.	Hidalgo County	3001 N 23RD ST STE 8	MCALLEN	TX	78501	10032789424942476	9/25/2009
213.	Hidalgo County	1505 N GRANT ST	ROMA	TX	78584	10032789443373475	9/25/2009
214.	Hidalgo County	303 S 8TH ST STE B	DONNA	TX	78537	10032789492852787	9/25/2009
215.	Hidalgo County	734 N BREYFOGLE RD	PALMVIEW	TX	78572	10032789491292125	10/22/2009
216.	Hidalgo County	2800 W 7 MILE LINE	MOORE FIELD	TX	78572	10032789411893198	3/30/2010
217.	Hidalgo County	W 7 MILE LINE TRLR	MOORE FIELD	TX	78572	10032789487128058	3/30/2010
218.	Hidalgo County	1613 S CLOSNER BLVD UNIT F	EDINBURG	TX	78539	10032789405047240	5/17/2010
219.	Hidalgo County	1613 S CLOSNER BLVD UNIT C	EDINBURG	TX	78539	10032789407644081	5/17/2010
220.	Hidalgo County	1613 S CLOSNER BLVD UNIT G	EDINBURG	TX	78539	10032789462373750	5/17/2010

Deal Option ID # 599498463  
 County of Hidalgo\_05/22/08  
 First Amendment (B&E Sept 10)\_08/24/10  
 1-8JEW D



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#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	ESID	COMMENCEMENT DATE
221.	Hidalgo County	1613 S CLOSNER BLVD UNIT B	EDINBURG	TX	78539	10032789464140981	5/17/2010
222.	Hidalgo County	1613 S CLOSNER BLVD UNIT E	EDINBURG	TX	78539	10032789464993381	5/17/2010
223.	Hidalgo County	1613 S CLOSNER BLVD UNIT D	EDINBURG	TX	78539	10032789466380210	5/17/2010
224.	Hidalgo County	1615 S CLOSNER BLVD	EDINBURG	TX	78539	10032789476798115	5/17/2010
225.	Hidalgo County	1615 S CLOSNER BLVD UNIT H	EDINBURG	TX	78539	10032789497064730	5/17/2010
226.	Hidalgo County	1615 S CLOSNER BLVD UNIT I	EDINBURG	TX	78539	10032789498803841	5/17/2010
227.	Hidalgo County	1901 N FIR ST UNIT 2	PHARR	TX	78577	10032789418000225	7/30/2010
228.	Hidalgo County	SALIDA DEL SOL ST LOT 6	MISSION	TX	78572	10032789450834089	8/2/2010
229.	Hidalgo County	1 N ABRAM RD ODLT 100HPS	ABRAM	TX	78572	10032789470251264	8/9/2010

Deal Option ID # 599498463  
 County of Hidalgo\_05/22/08  
 First Amendment (B&E Sept 10)\_08/24/10  
 1-8JEW D



**APPENDIX B  
Contract Charge**

**Model 20 – Fixed Price – Bundled**

**SELLER INVOICE**

Seller shall invoice each of Customer Locations on a monthly basis. Invoices shall consist of the following components:

1. Contract Charge; plus
2. Discretionary Service Fees (if any); plus
3. Competition Charges (whether positive or negative); and
4. Other charges expressly authorized in this Agreement.

The "**Contract Charge**" is the amount in \$US, determined by calculating the product of the Actual Consumption at the Customer Location and the Contract Price.

The "**Contract Price**" equals \$0.11678 per kWh consumed at the Customer Location(s) and includes energy charges, Transmission and Distribution Charges, Ancillary Charges, ISO fees, Nodal Transition Charges, and congestion management fees; provided, during the Delivery Term GLO may reflect, collect or rebate any changes (increases or decreases) or any new or hereafter imposed Transmission and Distribution Charges that have been authorized and implemented after the Effective Date, by making adjustments to the Contract Price per kWh or adding separate line item charges to Invoice with such adjustments or line item charges to take effect prospectively as of the next meter read date following the date of adjustment. The Contract Price does not include (a) Discretionary Service Fees, Competition Charges, and other authorized charges and (b) any additional costs or charges imposed on or associated with the delivery of the Actual Consumption to the extent that such additional costs or charges would not have been incurred but for Customer's breach of this Agreement.

The Parties agree that the numeric Contract Price stated above is based upon the following factors: (i) the Contract Price in effect prior to the change of such Contract Price, being \$0.126337 per kWh as set forth in the Agreement, applied to the remaining Benchmark Quantities during the Initial Term in effect prior to the extension (the "**Prior Initial Term**"), together with applicable charges or credits, and (ii) a price per kWh applied to Benchmark Quantities in effect during the period commencing as of the expiration of the Prior Initial Term through the Term of this First Amendment.

Customer will promptly notify Seller of any event or circumstance that is likely to cause a significant change to the load at any Customer Location(s) (a "**Notice of Load Change**"), including Customer's plans for new construction, facility replacement or equipment modification, planned closures, applications for new construction permits, or new environmental limits.

In the event of a Material Change or the receipt by Seller of a Notice of Load Change, Seller and Customer may enter into good faith negotiations to amend the Benchmark Quantity and Contract Price. If the Parties are unable to agree within 60 days after the occurrence or determination of an event of Material Change or the receipt by Seller of a Notice of Load Change, the matter shall be submitted for Dispute Resolution in accordance with the terms and procedures set forth in this Agreement.

**ADDITIONAL CAPITALIZED TERMS**

"**Actual Consumption**" means the Energy measured or reported by the TDSP or estimated by Seller for the Customer Location for a month for scalar meters and for each hour for IDR meters.

"**Ancillary Charges**" means, for each Customer Location, all charges assessed by ERCOT for services necessary to maintain reliable operation of the transmission system in order to support the transmission of Energy from the source of generation to the points of demand.

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GLO M20 FP B (Bundled Nodal)  
County of Hidalgo\_05/22/08  
First Amendment (B&E Sept 10)\_08/26/10  
1-8JEW D



"**Competition Charges**" means, for each Customer Location, any or all of the following charges: competition transition charges; transition charges as defined in the PURA; excess mitigation credits; and/or substantially similar charges associated with, or resulting from, the opening of the electric market in the State of Texas to REPs, including the recovery of stranded costs as defined by the PURA and increases in transmission and distribution rates charged by the TDSP that result from, or are otherwise attributable to, the redirection of depreciation expenses.

"**Discretionary Service Fees**" means all non-routine deposits, connection fees, metering charges, installation costs for equipment to maintain a Power Factor of not less than 95% lagging at each Customer Location meter, assessments by the TDSP in respect of any Power Factor at any Customer Location meter, or any similar amounts that are assessed by and payable to the TDSP related to the purchase and installation of meters and associated equipment and the Customer's use of such equipment to establish or maintain electric service at a Customer Location or to maintain TDSP system requirements, or other charges for equipment or services requested by Customer or required by the TDSP.

"**Material Change**" means (a) for any two consecutive months Customer's metered consumption for each month is less than 75% of the Benchmark Quantity or is greater than 125% of the Benchmark Quantity, or (b) additionally, but not in lieu of (a), Customer's metered consumption for the first 12 months of the Term is less than 85% of the sum of the first 12 Benchmark Quantities or greater than 115% of the sum of the first 12 Benchmark Quantities.

"**Nodal Transition Charge**" means a charge implemented with the Texas Nodal Market based on the difference(s) between the Day Ahead Settlement Point Price(s) determined by ERCOT for the Hub(s) and the Day Ahead Settlement Point Price(s) determined by ERCOT for the Load Zones associated with the Customer Location(s) for Actual Consumption not priced at Settlement Point Price(s) at the Load Zone(s); provided that if the Day Ahead Settlement Point Price(s) are not published by ERCOT or are otherwise unavailable, then for the period(s) for which Day Ahead Settlement Point Price(s) are not available, this charge will be based on difference(s) between the Real Time Settlement Point Price(s) determined by ERCOT for the Hub(s) and the Real Time Settlement Point Price(s) determined by ERCOT for the Load Zones associated with the Customer Location(s) for Actual Consumption not priced at Settlement Point Price(s) at the Load Zone(s). As used herein, the terms "**Hub**", "**Day-Ahead**", "**Real Time**", "**Settlement Point Price**" and "**Load Zone**" have the meanings set forth in the Texas Nodal Protocols approved by PUCT, as of October 1, 2006, as amended.

"**Power Factor**" means the ratio of kW to kilovolt amperes expressed as a percentage, calculated by dividing kW by kilovolt amperes.

"**Transmission and Distribution Charges**" means, for each Customer Location, all transmission and distribution charges and other cost recovery charges and fees outlined in the TDSP's tariff and billed to Reliant for TDSP's services to deliver Energy to the applicable Customer Location; provided, such charges and fees will not include any Competition Charges.

#### CUSTOMER'S ACKNOWLEDGMENT

Customer acknowledges that Seller's representatives are in the business of buying and selling power within the ERCOT market for each of their own accounts and that this participation may affect the calculation of Real-Time Settlement Point Prices. Notwithstanding the foregoing, Customer agrees to pay the amounts provided for in this Agreement that may be based upon Real-Time Settlement Point Prices, as promulgated by ERCOT. Subject to the right of Customer to dispute a Seller Invoice as set forth in the Agreement, Customer will not withhold payment for any reason, including, investigatory activities undertaken by ERCOT or PUCT, based on Seller's representatives' participation in the market and its effect on Real-Time Settlement Point Prices. Nothing in this Agreement restricts Seller or any of Seller's representatives from participating in ERCOT market activities that may affect Real-Time Settlement Point Prices.

{00097903.2 / 02-0295-8120}  
GLO M20 FP B (Bundled Nodal)  
County of Hidalgo\_05/22/08  
First Amendment (B&E Sept 10)\_08/24/10  
1-8JEWWD



On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

**b. Approval of appropriation of funds from new source of General Fund revenue to the Co. Wide Adm - Contingency account in the amount of \$1,123,260.66.**

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

**24. Purchasing Department - Marty Salazar: (Exhibit CC)**

**Notes:**

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

- 1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**
- 2. Presentation for discussion, consideration and action**

**Including, but not limited to, the following items in connection with New Adult Detention Center:**

**a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage**

**b) Construction of additional pod(s)**

**c) Selection and engagement of an architect for the construction of additional pods**

- 3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**

**a) Renovations of administration building**

**b) Other ongoing county owned building construction, renovation repair projects**

**c) Emergency situations occurring since last agenda meeting**

NO ACTION taken on items 24.A.1, 2 and 3.a, b, & c.

- 4. AI-22474 Requesting approval to declare as "surplus numerous items and vehicles (County-owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 26.152.(a)(1) and as further detailed on the Exhibit attached hereto.**

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

- ✓ 5. AI-22606 Acceptance and approval to modify and extend current Agreement for the provision of electric power between Hidalgo County and Reliant Energy reflecting:**

- a. Modification to a Blend and Extend indicative pricing with Reliant from 12.634 cents per kwh to 11.678 cents per kwh; and,**

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

- b. Extend current agreement from 5-31-13 to new expiration date of 2015.**

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval to extend the contract to the new date of November 30, 2015.

- 6. AI-22605 Correction and clarification to AI-#19873/Item 21.A.6. approved by CC on 2-16-10 to reflect the following in connection with an upgrade to the existing "Library Solution" System with The Library Corporation (as procured in 2007 by the Brownsville Public Library for participating members including the Hidalgo County Library System);**

- a. Requesting exemption from competitive bidding requirements, Texas Local Government Code, 262.024 (a)(7)- 'an item that can be obtained from only one source';**

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

- b. Approval of a "Sole Source Declaration" with The Library Corporation including the purchase of an upgrade to the existing "Library Solution" System in an amount not to exceed \$97,511.00 for initial year and second (2nd) year costs in the amount of \$27,317.00;**

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

- c. Approval for option to purchase one component of the automation system approved above (60-001T) in the amount of \$27,000.00 through the original AI-#19873 as approved on 2-16-10 (i.e. GSA)**

On motion of Commissioner Cuellar, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

- 7. AI-22606 Acceptance and approval to modify and extend current Agreement for the provision of electric power between Hidalgo County and Reliant Energy reflecting:**

- a. Modification to a Blend and Extend indicative pricing with Reliant from 12.634 cents per kwh to 11.678 cents per kwh; and,**

- b. Extend current agreement from 5-31-13 to new expiration date of 2015.**

NO ACTION taken on this items 24.A.7.a & b.

- 8. AI-22601 Ratification of Right of Entry Agreement between Hidalgo County and Federal Emergency Management Agency in connection with Hurricane ALEX Public Assistance Services.**

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

- 9. AI-22540 a. Authority to advertise and approval of procurement packet (i.e. Exhibit Request for Proposals, Legal Notice, "Exhibit A" Requirements, Exhibit "B" Selection Criteria) as attached**

release of retainage

N/A

- b) Construction of additional pod(s)
- c) Selection and engagement of an architect for the construction of additional pods

3. N/A

Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

- a) Renovations of administration building
- b) Other ongoing county owned building construction, renovation repair projects
- c) Emergency situations occurring since last agenda meeting

Approved

4. **AI-22474** Requesting approval to declare as "surplus numerous items and vehicles (County-owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 26.152.(a)(1) and as further detailed on the Exhibit attached hereto.

Approved

5. **AI-22606** Acceptance and approval to modify and extend current Agreement for the provision of electric power between Hidalgo County and Reliant Energy reflecting:  
a. Modification to a Blend and Extend indicative pricing with Reliant from 12.634 cents per kwh to 11.678 cents per kwh; and, Nov 30th  
b. Extend current agreement from 5-31-13 to new expiration date of 2015.

All Approved A-C

6. **AI-22605** Correction and clarification to AI-#19873/Item 21.A.6. approved by CC on 2-16-10 to reflect the following in connection with an upgrade to the existing "Library Solution" System with The Library Corporation (as procured in 2007 by the Brownsville Public Library for participating members including the Hidalgo County Library System);

a. Requesting exemption from competitive bidding requirements, Texas Local Government Code, 262.024 (a)(7)- 'an item that can be obtained from only one source';

b. Approval of a "Sole Source Declaration" with The Library Corporation including the purchase of an upgrade to the existing "Library Solution" System in an amount not to exceed \$97,511.00 for initial year and second (2nd) year costs in the amount of \$27,317.00;

c. Approval for option to purchase one component of the automation system approved above (60-001T) in the amount of \$27,000.00 through the original AI-#19873 as approved on 2-16-10 (i.e. GSA)

No action same as 5

7. **AI-22606** Acceptance and approval to modify and extend current Agreement for the provision of electric power between Hidalgo County and Reliant Energy reflecting:  
a. Modification to a Blend and Extend indicative pricing with Reliant from 12.634 cents per kwh to 11.678 cents per kwh; and,  
b. Extend current agreement from 5-31-13 to new expiration date of 2015.

Approved

8. **AI-22601** Ratification of Right of Entry Agreement between Hidalgo County and Federal Emergency Management Agency in connection with Hurricane ALEX Public Assistance Services.

9. **AI-22540** a. Authority to advertise and approval of procurement packet (i.e. Exhibit Request  
Approved

**AI-22606**

**24.A.7.**

**Modify and Extend Current Agreement thru GLO's-Reliant Energy Contract  
CC REGULAR**

**Date:** 08/24/2010  
**Submitted By:** Marty Salazar, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department      **Sub-category:** Hidalgo County

**Information**

**CAPTION**

Acceptance and approval to modify and extend current Agreement for the provision of electric power between Hidalgo County and Reliant Energy reflecting:  
 a. Modification to a Blend and Extend indicative pricing with Reliant from 12.634 cents per kwh to 11.678 cents per kwh; and,  
 b. Extend current agreement from 5-31-13 to new expiration date of 2015.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:**      **ACCT. #:**  
**FUNDS AVAILABLE Y/N?:**      **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Currently this expenditure is budgeted under fiscal year 2010, however there appears a net decrease may be realized inasmuch as cost per kwh is being reduced by nearly \$.01 per kwh.  
 No budgetary impact, would result in decrease in energy costs countywide.

**Attachments**

Link: [AGENDA - BACK-UP](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department (Originator)	Marty Salazar	08/19/2010 02:22 PM	APRV
2	Budget & Management	Erika Zamora	08/19/2010 03:00 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/20/2010 09:40 AM	APRV
4	Auditor's Office	Linda Fong	08/20/2010 04:32 PM	APRV
Form Started By: Marty Salazar			Started On: 08/19/2010 01:40 PM	
Final Approval Date: 08/20/2010				



PO Box 3412  
Houston, TX 77210-4300  
(888) 315-1558

December 16, 2009

Hidalgo County  
100 E Cano St, Ste 5  
Edinburg, TX 78539

Re: Bundled Contract Price Adjustment – Hidalgo County

Dear Hidalgo County:

As a valued Texas General Land Office (GLO) customer, Reliant, GLO's authorized representative would like to make you aware of important changes that have occurred and how these changes will impact electricity prices for customers in ERCOT.

In 2009, most Transmission and Distribution Service Providers (TDSPs); e.g., Oncor, CenterPoint and AEP TCC began charging for Advanced Metering Services (AMS), Energy Efficiency Cost Recovery Factor (EECRF), Storm Recovery Costs (HCRF/SRC), Rate case expenses (RCE/RCE2) and applicable Annual Deferred Federal Income Tax (ADFIT). In addition, the Public Utilities Commission of Texas approved changes in TDSPs' base rates and Transmission Cost Recovery Factors (TCRF). This means the cost of wires charged by the TDSP may increase or decrease.

These changes also impact GLO customers. From the broad product suite and available features offered to our customers, Hidalgo County selected a product that includes bundled wires charges. The bundled wires feature offers the benefit of converting wires charges to a fixed price per kWh rather than passing them through from the TDSP each month. As TDSPs receive approval for changes in wires charges and GLO realizes changes in TDSP costs for customers with bundled contract prices, GLO's electricity supply contract allows the adjustment of the bundled contract price charged to our customers.

In accordance with your contract, GLO will begin billing all ESI-IDs of Hidalgo County at the revised contract price of \$0.126337/kWh effective with your invoice for the billing period beginning in December 2009. The new contract price includes an adjustment of \$0.0008568/kWh for your TDSP's rate changes. The revised bundled price will become the monthly kWh price that will appear on future invoices for billing periods beginning in December 2009.

We appreciate the opportunity to serve Hidalgo County. If you have questions regarding this change or other matters, please feel free to contact your Customer Care Specialist or your Account Manager.

Sincerely,

Marketa Hall  
Director

1-74 TTEL

C-08-041-04-29

<b>This Agreement is confidential and is exempt from disclosure under the Open Records Act</b>
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**TEXAS GENERAL LAND OFFICE  
ELECTRIC SALES AGREEMENT**

**CUSTOMER: County of Hidalgo**  
100 E CANO ST STE 5  
BDINBURG, TX 78539

Tel: 956-318-2631Fax: 956-318-2629E-mail: purchasingcppb@hotmail.com

**SELLER: Texas General Land Office**  
Stephen F. Austin Building  
1700 North Congress Avenue  
Austin, Texas 78701-1495

Tel: 512-463-5327Fax: 512-463-6311E-mail: brenda.rivcra@glo.state.tx.us

The Electric Sales Agreement, the General Terms And Conditions and all attachments thereof constitute the entire "Agreement" between the parties with respect to the subject matter covered therein and supersedes all prior communications, representations or agreements, verbal or written. No party has made any representations or promised to do any act not contained in this Agreement. Except as expressly provided for herein, this Agreement cannot be modified or amended except in writing signed by both parties.

When used with initial capitalization, whether in the singular or the plural, such capitalized terms used in the Agreement will have the meanings set forth in the Electric Sales Agreement, General Terms and Conditions or attachments thereto.

**CUSTOMER LOCATIONS:** Customer Locations served pursuant to this Agreement are set out on Appendix A, attached hereto.

**POWER SALES:** Customer agrees to purchase and Seller agrees to sell all of Customer's electricity requirements for the Customer Locations during the Term stated below.

**TERM:** This Agreement will not be effective until the date it is signed by the Texas Land Commissioner or his designee (the "Effective Date"). The term will commence on the Switch Date, or, if a switch is not required, on the first meter read on or after June 01, 2008, and will expire, unless earlier terminated, on the first meter read date after May 31, 2013 for each Customer Location ("Initial Term"). The Parties agree and acknowledge that the Term may commence prior to the Effective Date and in that event will have the same effect as if it commenced after the Effective Date. This Agreement may be terminated at any time prior to expiration of the Term in the circumstances specified in, and subject to the terms and conditions in the Default and State Funding provisions of the General Terms and Conditions. If any Customer Location(s) have not been switched to a new REP at the end of the Initial Term, then Seller may continue to sell Energy to Customer for the Customer Locations, in accordance with this Agreement, and this Agreement will continue in effect for successive one month terms (collectively, the "Transition Term") until all Customer Location(s) are switched to a new REP. The Initial Term and the Transition Term are collectively the "Term." The Contract Charge for each month of the Transition Term (the "Transition Charge"), together with any new product terms, will be posted on the Site. It is the Customer's responsibility to access the Site for each Transition Charge and no other notice will be provided. At any time after the end of the Initial Term, if allowed by Law, Seller may terminate the Agreement by transferring any remaining Customer Location(s) to the POLR or the appropriate REP.

**CONTRACT CHARGE:** For all power deliveries under this contract during the Term, Customer agrees to pay Seller the Contract Charge described in Appendix B.

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GLO Total Power Base  
County of Hidalgo\_04/30/08  
1-7619EL



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**THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER CERTIFIES THAT HE OR SHE IS AUTHORIZED TO LEGALLY OBLIGATE THE CUSTOMER.**

**TEXAS GENERAL LAND OFFICE  
SELLER:**

**COUNTY OF HIDALGO  
CUSTOMER:**

By: [Signature]  
Larry L. Laine,  
Chief Clerk/Deputy Land Commissioner  
General Land Office  
Date: 5/22/08

By: [Signature]  
Name: Juan O. Salinas  
Title: County Judge  
Date: \_\_\_\_\_

SA [Signature]  
DIV [Signature]  
GC [Signature]

**THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF SOLUTIONS CERTIFIES THAT HE OR SHE IS AUTHORIZED TO LEGALLY OBLIGATE SOLUTIONS.** Solutions, an assumed name of Reliant Energy Retail Services, LLC, is a signatory to this Agreement for purposes of acknowledging its obligations to accept assignment as provided in the General Terms and Conditions.

**SOLUTIONS:  
RELIANT ENERGY RETAIL SERVICES, LLC  
d/b/a Reliant Energy Solutions**

By: [Signature]  
Name: David Roylance  
Title: Vice President

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**GENERAL TERMS AND CONDITIONS FOR  
TEXAS GENERAL LAND OFFICE ELECTRIC SALES AGREEMENT**

**Definitions:**

"**Benchmark Quantity**" means Customer's expected monthly kWh electricity consumption for the Term. Customer's expected consumption may be set out on **Appendix A**. If Customer's expected consumption is not set out on **Appendix A**, Benchmark Quantity will be determined by reference to the 12 months of electricity consumption at all Customer Locations before the Effective Date, or for new facilities, information from Customer and electricity consumption of comparable facilities, each as may be adjusted in accordance with this Agreement.

"**Costs**" means, with respect to a Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace this Agreement and attorneys' fees, if any, incurred in connection with enforcing its rights under this Agreement.

"**Default Service**" means the bundled electric service provided by POLR to Customer if Customer fails to obtain energy from a REP, including Solutions.

"**Electric Sales Agreement**" means the Electric Sales Agreement component of this Agreement.

"**ERCOT**" means the Electric Reliability Council of Texas.

"**Force Majeure**" means any event or circumstance which, in the exercise of due diligence, is beyond the reasonable control of the Party claiming excuse, and which partially or entirely prevents that Party's performance of its obligations, and includes acts of God; strikes, lockouts or other industrial disturbances or labor disputes; acts of public enemy, terrorism, wars, blockades, insurrections, civil disturbances and riots, and epidemics; landslides, lightning, earthquakes, fires, storms, hurricanes and threats of hurricanes, floods and washouts; arrests, orders, requests, directives, restraints and requirements of the government and governmental agencies, either federal or state, civil and military (but excluding, with respect to obligations of Seller, any such directive, restraint or requirement imposed by Seller); failure of necessary transmission or distribution facilities that prevents the delivery of electricity hereunder; failure of the TDSP to deliver electricity, demonstrable outages of computer control equipment and/or databases and telecommunication equipment necessary for transmission or receipt of electronic control signals but only to the extent such outage prevents the delivery of electricity; reductions or interruptions in service as a result of emergency conditions which are necessary to protect generating or transmission facilities or the reliability of transmission facilities, and other causes of a similar nature not reasonably within the control of the Party claiming suspension.

"**kilowatt hour**" (kWh) means one thousand watts of electric energy or electricity used in one hour.

"**Losses**" means, with respect to a Party, an amount equal to the present value of the economic loss (exclusive of Costs), if any, to such Party resulting from the termination of this Agreement determined as provided in clauses (b) and (c) of "Remedies Upon an Event of Default" in the General Terms and Conditions.

"**Party**" means either Seller or Customer.

"**Parties**" means Seller and Customer.

"**Password**" means collectively the login name and password provided to Customer at the email address set forth the Agreement that is to be used by Customer for each login to the Site.



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"**POLR**" or "**Provider of Last Resort**" means any Retail Electric Provider designated under PURA that are required to offer electricity to any requesting customer in its territory

"**PUC**" means the Public Utility Commission of Texas.

"**PUC Tariff**" means the tariff for the TDSP filed pursuant to PUC Subst. Rules Sect. 25.431 and approved by the PUC on May 18, 2001 or a successor tariff thereto.

"**PURA**" means the Texas Public Utility Regulatory Act, as amended.

"**REP**" or "**Retail Electric Provider**" means a seller of electricity that is permitted to lawfully sell and schedule delivery, or cause to be scheduled for delivery, of electricity to electric customers located in the State of Texas under PURA after the Choice Date.

"**Seller**" shall mean the Texas General Land Office, acting through its representative, Reliant Energy Retail Services, LLC, a Delaware limited liability company, d/b/a Reliant Energy Solutions ("Solutions") and is sometimes referred to herein as "we" "us" and "our."

"**Site**" means the Texas General Land Office website on the World Wide Web portion of the Internet.

"**Switch Date**" means the date that all actions have been taken by the TDSP, and/or ERCOT for Seller to sell and schedule delivery, or cause delivery to be scheduled, of Energy to Customer with respect to each Customer Location and for Customer to purchase and receive, or cause to be received, such Energy from Seller for such Customer Locations, including, fully switching Customer to Seller by ERCOT.

"**Transition Charge**" means the Contract Charge applicable during the Transition Term.

"**Transition Term**" means the collective successive one-month terms of the Agreement beginning the day after the expiration of the Initial Term and ending on the date all Customer Location(s) are switched to a new REP.

"**Transmission and Distribution Service Provider**" or "**TDSP**" means the entities and any successors thereto transmitting or distributing Energy on behalf of Seller or Customer to a Customer Location, including, transmission and distribution utilities, municipally owned utilities, and electric cooperatives whose distribution systems are currently interconnected with Customer Locations.

**Scope:** Subject to the provisions of this Agreement and any applicable PUC Tariffs, we agree to sell and you agree to purchase your electricity requirements for the Customer Locations during the term of this Agreement. You hereby authorize Seller to (i) obtain your electricity usage data, payment and credit history from TDSP, (ii) make nominations to enable us to deliver your electricity, (iii) execute required documents on your behalf necessary to commence service under this Agreement and (iv) perform such other tasks as are necessary to provide your electricity pursuant to this Agreement.

**Payment:** Seller agrees to directly bill Customer on a monthly basis for its electric service in accordance with the Agreement, utilizing the TDSP's billing cycle. As soon as practicable after the end of each billing cycle, Seller agrees to render to Customer a statement setting forth the total number of kWh (rounded to the nearest whole kWh) delivered to Customer during the most recently completed billing cycle.

All payments are governed by Chapter 2251 of the Texas Government Code.

If Customer, in good faith, disputes any amount on any statement, Customer will pay to Seller the greater of (a) the undisputed amount, and (b) the amount of the prior month's statement, which latter amount may not exceed the total amount of the current disputed invoice. Seller promptly will provide supporting documentation and such other information as Customer may reasonably request for purposes of verifying the disputed amount. Any disputed and withheld amounts, if determined to have been billed properly, will be paid by Customer to Seller promptly together with interest from the original due date at the rate of one percent per month. Any amounts improperly billed and

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collected from Customer will be credited to Customer against its next bill, together with interest at the rate of one percent per month.

**Metering:** Metering of electricity consumed by Customer must be performed by the TDSP pursuant to the TDSP's Tariff.

**Contract Performance; Representations:** Except for the payment of money due hereunder, the Parties' performance of their respective obligations in this Agreement will be excused for Force Majeure events that prevent such Party's performance. The Party experiencing difficulty due to a Force Majeure event must promptly notify the other Party, attempt to cure the Force Majeure event with all due diligence and exercise reasonable efforts to mitigate or limit the adverse effects of such Force Majeure event.

You represent that all information supplied to us is correct and that you are (i) validly existing, (ii) financially able to continue in business, (iii) unaware of any situation which would alter your financial abilities and have not filed, planned to file or have had filed any bankruptcy proceeding and (iv) authorized to enter into this Agreement.

Any portion of this Agreement that may be deemed to be unenforceable or illegal will not affect the enforceability or legality of the remaining terms and conditions.

Seller represents that the electricity being sold to you will have been delivered to the TDSP in accordance with applicable law. The foregoing is in lieu of all warranties, expressed or implied, in fact or by law with respect to the electricity delivered hereunder, including but not limited to any warranty as to the merchantability of the electricity or the fitness of the electricity for any particular use or purpose.

THIS DOCUMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THIS AGREEMENT MUST BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS EXCLUDING ANY CONFLICT OF LAW RULES THAT WOULD REQUIRE REFERENCE TO THE LAWS OF ANOTHER JURISDICTION. VENUE OF ANY SUIT BROUGHT FOR BREACH OF THIS AGREEMENT IS FIXED IN ANY COURT OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS; PROVIDED, HOWEVER, THE FOREGOING MAY NOT BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY SELLER.

**Liabilities:** Seller acknowledges the importance to Customer of a consistent supply of electricity to its Customer Locations, and Seller will employ all resources reasonably available to it on a commercial basis to provide a consistent supply of electricity, subject to the other terms and conditions of this Agreement. Notwithstanding, Customer acknowledges that Seller exercises no independent control over TDSP's Facilities necessary for delivery of electricity, and Customer recognizes that Seller will have no liability or responsibility for service interruptions, fluctuations, termination or deterioration in the generation of electricity or its transmission or deterioration of service caused by any factor beyond Seller's control, including but not limited to failure of the TDSP's transmission and/or distribution system that delivers electricity to Customer.

LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY NOR INDIRECT DAMAGES. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

**Credit:** This Agreement is subject to credit approval by us throughout the Term. You agree to cooperate with us in establishing your creditworthiness, including the disclosure of your billing and payment history with your TDSP.

**Default:** A "Default" has occurred if: (i) either Seller or Customer fails to perform any material term or condition of this Agreement, provided that such failure is not caused by a Force Majeure event or cured within 30 days of written notice by the other Party or within another period as may be mutually agreed upon by Seller and Customer, or (ii) Customer voluntarily or involuntarily becomes bankrupt or is forced into bankruptcy.

**Remedies Upon an Event of Default:** (a) In the event of default under this Agreement by Seller or Customer, the other Party may (i) terminate this Agreement ("Termination"), (ii) suspend performance and, to the extent allowed



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by law, drop Customer to Default Service, or withhold any payments due, and/or (iii) to the extent allowed by law, disconnect, or cause to be disconnected, Customer Locations from electric service. Termination will be effective upon the earlier of the date of notice of termination or such other date as may be required under law or TDSP procedures for switching electric suppliers ("Termination Date"). In the event Seller terminates this Agreement due to Customer's default, Customer assumes all obligations to arrange for its electric supply. Upon termination, the non-defaulting Party may in good faith calculate its actual damages resulting from the termination of this Agreement, in the manner set forth below.

(b) If the defaulting Party is Customer, the damages of GLO will be equal to the sum of the Costs plus the Losses, if any, determined by subtracting (i) the present value of a replacement contract calculated by using the equivalent quantities of energy and delivery points and relevant market prices for the remaining period of the Term either quoted by a bona fide third-party offer or which are reasonably expected to be available in the market under a replacement contract for this Agreement (the "Replacement Contract") from (ii) the present value of this Agreement calculated by using the remaining period of the Term, Customer's Energy Requirements (based on Customer's Benchmark Quantity for each of the Customer Locations) had it not been terminated (the "Terminated Agreement").

(c) If the defaulting party is GLO, the damages of Customer will be equal to the sum of the Costs plus the Losses, if any, determined by subtracting the present value of the Terminated Agreement from the present value of the Replacement Contract.

(d) To ascertain the market prices of a Replacement Contract, the non-defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX futures contracts, quotations from leading dealers in energy swap contracts and other bona fide third party offers, all adjusted for the remaining period of the initial term or any renewal terms, as applicable, and differences in transmission. Present value will be discounted at the US\$ Utility BBB2 rate which corresponds to the time period closest to the remaining period of the Term plus 1 percent. It is expressly agreed that a Party will not be required to enter into a Replacement Contract in order to determine the Termination Payment (as hereafter defined). The non-defaulting Party will aggregate such Losses and Costs with respect to this Agreement (determined as set forth above) into a single net amount and notify the defaulting Party. If the non-defaulting Party's aggregate Losses and Costs exceed its aggregate gains, the defaulting Party must, within 30 Business Days of receipt of such notice, pay (as liquidated damages for default hereunder and not as a penalty) the net amount (the "Termination Payment") to the non-defaulting Party, which amount will bear interest at the rate of one percent per month from the Termination Date until, but excluding, the date paid. If the non-defaulting Party's aggregate gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the amount of the Termination Payment will be zero. If the defaulting Party disagrees with the calculation of the Termination Payment, the issue must be submitted to mediation in accordance with the procedures set forth in these General Terms and Conditions, and the resulting Termination Payment will be due and payable within 3 Business Days after the resolution of the dispute.

**Assignment to Solutions:** Notwithstanding anything to the contrary in this Agreement, if, subsequent to the date of this Agreement, Seller (1) is prohibited by law from selling electricity to Customer, or (2) is in Default under this Agreement, Seller, Customer and Solutions agree that Solutions will sell electricity directly to Customer at the same Contract Price and upon the terms and conditions contained in Solutions' then standard contract for electricity sales for the remainder of the Term of this Agreement. In this event, Customer shall have incurred no actual damages.

**Representations of GLO:** GLO represents as part of this Agreement that, (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of GLO, (2) the proposed arrangements serve the interest of efficient and economical administration of GLO, and (3) the services, supplies or materials contracted for are not required by TX. CONST. Art. XVI, § 21 to be supplied under contract to the lowest responsible bidder.

GLO further represents that it has authority to enter into this Agreement by virtue of the authority granted in TEX. NAT. RES. CODE §52.133 and TEX. UTIL. CODE § 35.101 *et seq.*, and that it has reviewed and approved this Agreement pursuant to § 31.401, TEX. NAT. RES. CODE and 31 TEX. ADMIN. CODE § 8.1 *et seq.*

**Confidentiality:** This Agreement and its terms are confidential except to the extent disclosure is necessary for its implementation or disclosure is otherwise required by law.

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**Notices:** Notices and invoices under this Agreement must be hand delivered or transmitted by the U. S. Mail to the addresses contained in the Electric Sales Agreement.

**Miscellaneous:** At the request of Seller, Customer agrees to cooperate in obtaining from TDSP and supplying to Seller the following information: (a) recent and past electric usage including energy and demand, (b) meter readings and data, (c) types of service including rate schedule/tariff, and (d) responses to questions.

Seller will have the right to use Customer's name in customer lists, and any other such literature but may not disclose any details of this Agreement.

Customer agrees to obtain and maintain any approvals or authorizations Customer may need.

**Dispute Resolution:** If a dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within 14 days of the written notification, Seller may require the issue(s) be mediated. In that event, Seller must notify Customer and furnish Customer with the names of three mediators acceptable to Seller. Within 10 days of such notice, Customer must select a mediator from the list provided by Seller and notify Seller. The mediation must occur within 30 days of such notification. Prior to the mediation, each Party will provide the mediator with a statement of issues to be mediated, along with any other information/releases required by the mediator. The Parties agree to bear equally the cost of the mediator. Any dispute resolution must be conducted in accordance with the provisions the Governmental Dispute Resolution Act, TEX. GOV'T CODE § 2009.001 (1999).

**Prior State Employment:** Customer certifies no employee of Customer that has been an employee of GLO within the past year has been or will be materially involved in either the negotiation of or the activities contemplated by this Agreement.

**State Funding:** This Agreement may not be construed as creating any debt on behalf of the State of Texas and/or GLO in violation of TX. CONST. Art. III, § 49. In compliance with TX CONST. Art VIII, § 6, it is understood that all obligations of the State hereunder are subject to the availability of State funds. If such funds are not appropriated or become unavailable, this Agreement may be terminated. In that event, the Parties will be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

**Documentation of Amendments:** Except for matters that pursuant to express provisions hereof may be conducted by oral agreement between the Parties, no amendment, modification, or change will be enforceable unless reduced to writing and executed by the Parties; provided, the Parties agree that amendments to add or delete Customer Locations may be implemented as follows. Amendments to Appendix A may be formed and effectuated pursuant to an email transmission from Customer to Seller requesting that a Customer Location be added or deleted and attaching the addition/deletion form to be provided by Seller (the "Email Request") and Seller accepting the Email Request in a responsive email transmission attaching amended Appendix A (the "Email Confirmation"). The Parties will be legally bound by the amended Appendix A from the time Seller transmits them to Customer, and if Seller does not transmit same, no amendment by email transmission will be binding upon the Parties. The Email Request and Email Confirmation are adopted by the Parties as the means by which the Parties' amendment of Appendix A may be reduced to writing and the Parties agree not to contest or assert a defense to the validity or enforceability of such amendment entered into in accordance herewith. Each Party represents that each of its representatives charged with implementing the foregoing has authority to effectuate the foregoing amendment type by email transmission.

**Termination of Agreement:** This Agreement may be terminated by Customer at or after the end of the Initial Term by causing a switch of all Customer Locations to a new REP.

**Counterparts:** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Execution and delivery of this Agreement by exchange of facsimile copies bearing the facsimile signature of a Party hereto will constitute a valid and binding execution and delivery of this Agreement by such Party. Such facsimile copies will constitute enforceable original documents.

{00020317.9 / 02-0295-8120}  
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County of Hidalgo\_04/30/08  
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Notwithstanding the foregoing, the Parties to this Agreement agree to use commercially reasonable efforts to exchange signed original documents after facsimile execution of this Agreement.

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1-76TJEL

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**ELECTRIC SALES AGREEMENT**

**APPENDIX A**

**List of Customer Locations by Electric Service Identifier (ESI ID);**

#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	TDSP	ESID	COMMENCEMENT DATE
1	Hidalgo County	926 W SAM HOUSTON ST STE 3	PHARR	TX	78577	AEP	10032789429939670	6/1/2008
2	Hidalgo County Juvenile Boot Camp	1711 N BRIDGE AVE UNIT 2	WESLACO	TX	78596	AEP	10032789420798679	6/1/2008
3	McAllen WIC Clinic	220 S BICENTENNIAL BLVD STE D2	MCALLEN	TX	78501	AEP	10032789441054098	6/1/2008
4	Hidalgo County-Madero	S CONWAY AVE ODLT 400HPS	MISSION	TX	78572	AEP	10032789485776992	6/1/2008
5	Hidalgo County-Madero	S CONWAY AVE ODLT 250 HPS	MISSION	TX	78572	AEP	10032789485776993	6/1/2008
6	Hidalgo County-Abram	3 ABRAM RD ODLT 400HPS	ABRAM	TX	78572	AEP	10032789472495881	6/1/2008
7	Hidalgo County-Abram	4 ABRAM RD ODLT 400HPS	ABRAM	TX	78572	AEP	10032789472495882	6/1/2008
8	Hidalgo County-Abram	2 ABRAM RD ODLT 1K1HPS	ABRAM	TX	78572	AEP	10032789472495883	6/1/2008
9	Hidalgo County-Abram	11 ABRAM RD ODLT 1KHPS	ABRAM	TX	78572	AEP	10032789472495884	6/1/2008
10	Hidalgo County-Sullivan A.L.	508 EL PRITO RD ODLT 150HPS	SULLIVAN CITY	TX	78595	AEP	10032789451321140	6/1/2008
11	Hidalgo County	201 W 6TH ST ODLT 250HPS 1 PAVILLION	LOS EBANOS	TX	78565	AEP	10032789456144693	6/1/2008
12	Hidalgo County	201 W 6TH ST ODL	LOS EBANOS	TX	78565	AEP	10032789456144694	6/1/2008
13	Hidalgo County-Baseball Park	90 CEMETERY RD ODLT 400MH	LOS EBANOS	TX	78565	AEP	10032789405833540	6/1/2008
14	Hidalgo County-Baseball Park	90 CEMETERY RD ODLT 150HPS	LOS EBANOS	TX	78565	AEP	10032789424788062	6/1/2008
15	Hidalgo County	301 E HACKBERRY AVE ODL	MCALLEN	TX	78501	AEP	10032789426639410	6/1/2008
16	Hidalgo County	301 E HACKBERRY AVE ODLT 250HPS	MCALLEN	TX	78501	AEP	10032789481522740	6/1/2008
17	Hidalgo County	25 LINDA VISTA UNIT D5	MISSION	TX	78572	AEP	10032789468619000	6/1/2008
18	Hidalgo County	5 N DRYAN RD ODL	ALTON	TX	78572	AEP	10032789437850011	6/1/2008
19	Hidalgo County	5 N DRYAN RD ODL	ALTON	TX	78572	AEP	10032789437850012	6/1/2008
20	Hidalgo County	902 N DOOLITTLE RD ODL	EDINBURG	TX	78541	AEP	10032789475103584	6/1/2008
21	Hidalgo County	1711 N BRIDGE AVE ODL	WESLACO	TX	78596	AEP	10032789430709591	6/1/2008
22	Hidalgo County	1711 N BRIDGE AVE ODLT 250HPS1 BOYS	WESLACO	TX	78596	AEP	10032789430709592	6/1/2008
23	Hidalgo County	1711 N BRIDGE AVE ODLT 250HPS2 BOYS	WESLACO	TX	78596	AEP	10032789430709593	6/1/2008
24	Hidalgo County	1711 N BRIDGE AVE ODL	WESLACO	TX	78596	AEP	10032789430709594	6/1/2008

100020317.9 / 02-0295-81201  
 GLO Total Power Base  
 County of Hidalgo\_04/30/08  
 1-76TJEL



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#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	TDSP	ESID	COMMENCEMENT DATE
25	Hidalgo County	301 S 8TH ST ODL	DONNA	TX	78527	AEP	10032789450127192	6/1/2008
26	Hidalgo County	610 W EXPRESSWAY R3 ODL	SULLIVAN CITY	TX	78595	AEP	10032789421175232	6/1/2008
27	Hidalgo County	610 W EXPRESSWAY R3 ODLT IKHPS2 CLINIC	SULLIVAN CITY	TX	78595	AEP	10032789421175233	6/1/2008
28	Hidalgo County	610 W EXPRESSWAY R3 ODLT IKHPS1 CLINIC	SULLIVAN CITY	TX	78595	AEP	10032789421175234	6/1/2008
29	Hidalgo County	3105 W UNIVERSITY DR UNIT W ODL	EDINBURG	TX	78539	AEP	10032789470894382	6/1/2008
30	Hidalgo County	1711 N BRIDGE AVE UNIT 400MFH	WESLACO	TX	78596	AEP	10032789447542710	6/1/2008
31	Hidalgo County	2501 N MOORE FIELD RD ODL	MISSION	TX	78572	AEP	10032789418772692	6/1/2008
32	Hidalgo County	3100 S US HIGHWAY 281 ODL	EDINBURG	TX	78539	AEP	10032789411470591	6/1/2008
33	Hidalgo County	3100 S US HIGHWAY 281 ODLT IKHPS1	EDINBURG	TX	78539	AEP	10032789411470592	6/1/2008
34	Hidalgo County	3100 S US HIGHWAY 281 ODL	EDINBURG	TX	78539	AEP	10032789411470594	6/1/2008
35	Hidalgo County	3100 S US HIGHWAY 281 ODL	EDINBURG	TX	78539	AEP	10032789400692202	6/1/2008
36	Hidalgo County	500 W MILITARY RD ODLT 250HPS	PENTAS	TX	78576	AEP	10032789431127520	6/1/2008
37	Hidalgo County	500 W MILITARY RD ODLT IKHPS	PENTAS	TX	78576	AEP	10032789431127521	6/1/2008
38	Hidalgo County	1101 N DOOLITTLE RD OFC ODL	EDINBURG	TX	78541	AEP	10032789406220741	6/1/2008
39	Hidalgo County	211 SCHUBACH RD ODL	ABRAM	TX	78572	AEP	10032789476268841	6/1/2008
40	Hidalgo County	211 S SCHUBACH BLVD ODLT 400HPS ODL	MISSION	TX	78572	AEP	10032789476268842	6/1/2008
41	Hidalgo County	211 SCHUBACH RD ODL	ABRAM	TX	78572	AEP	10032789476268843	6/1/2008
42	Hidalgo County	1901 N BRIDGE AVE ODL	WESLACO	TX	78596	AEP	10032789444002491	6/1/2008
43	Hidalgo County	1905 N FIR ST ODL	PHARR	TX	78577	AEP	10032789487436171	6/1/2008
44	Hidalgo County	1905 N FIR ST ODLT IKHPS1	PHARR	TX	78577	AEP	10032789487436172	6/1/2008
45	Hidalgo County	1905 N FIR ST ODL	PHARR	TX	78577	AEP	10032789487436173	6/1/2008
46	Hidalgo County	3105 E RICHARDSON RD ODL	EDINBURG	TX	78541	AEP	10032789432065661	6/1/2008
47	Hidalgo County	3105 E RICHARDSON RD ODLT IKHPS1	EDINBURG	TX	78541	AEP	10032789432065662	6/1/2008
48	Hidalgo County	3105 E RICHARDSON RD ODL	EDINBURG	TX	78541	AEP	10032789432065663	6/1/2008
49	Hidalgo County	1902 JOE STEPHENS AVE UNIT ODL ODL	WESLACO	TX	78596	AEP	10032789406011601	6/1/2008
50	Hidalgo County	301 E STATE ST ODL	PHARR	TX	78577	AEP	10032789489273172	6/1/2008
51	Hidalgo County-S Tower Rd	3 S TOWER RD	ALAMO	TX	78516	AEP	10032789483688011	6/1/2008
52	Hidalgo County	414 W 12TH ST ODL	MISSION	TX	78572	AEP	10032789465349571	6/1/2008

{00020317.9 / 02-0295-8120}  
 GLO Trial Power Base  
 County of Hidalgo\_04/30/08  
 1-76TJEL



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53	Hidalgo County	414 W 12TH ST ODL	MISSION	TX	78572	AEP	10032789465349572	6/1/2008
54	Hidalgo County	400 W 13TH ST ODLT 1KHPS1 UNIT 1@	MISSION	TX	78572	AEP	10032789438323202	6/1/2008
55	Hidalgo County	400 W 13TH ST ODLT 1KHPS2 UNIT 1@	MISSION	TX	78572	AEP	10032789438323203	6/1/2008
56	Hidalgo County	400 W 13TH ST UNIT 1@ ODL	MISSION	TX	78572	AEP	10032789438323204	6/1/2008
57	Hidalgo County	2 E SCHUNIOR ST ODL	EDINBURG	TX	78539	AEP	10032789463752052	6/1/2008
58	Hidalgo County	902 N DOOLITTLE RD ODL	EDINBURG	TX	78541	AEP	10032789475103583	6/1/2008
59	Hidalgo County	301 E HACKBERRY AVE	MCALLEN	TX	78501	AEP	10032789467191190	6/1/2008
60	Hidalgo County	1 N ABRAM RD	ABRAM	TX	78572	AEP	10032789470251263	6/1/2008
61	Hidalgo County-Madero	MADERO UNIT 1	MISSION	TX	78572	AEP	10032789465271861	6/1/2008
62	Hidalgo County-Madero	MADERO UNIT RESTRMS	MISSION	TX	78572	AEP	10032789496229380	6/1/2008
63	Hidalgo County-Madero	MADERO ANZALDUAS	MISSION	TX	78572	AEP	10032789414620963	6/1/2008
64	Hidalgo County-Madero	MADERO UNIT 3	MISSION	TX	78572	AEP	10032789480144371	6/1/2008
65	Hidalgo County-S Inspiration Rd	S INSPIRATION BLVD 1/2 S INSPIRATION	MISSION	TX	78572	AEP	10032789494041450	6/1/2008
66	Hidalgo County	1201 DOHERTY AVE ODL	MISSION	TX	78572	AEP	10032789441936031	6/1/2008
67	Hidalgo County	1 E UNIVERSITY DR UNIT 175MV	EDINBURG	TX	78539	AEP	10032789407191410	6/1/2008
68	Hidalgo County	1 E UNIVERSITY DR UNIT 400MY	EDINBURG	TX	78539	AEP	10032789407191411	6/1/2008
69	Hidalgo County-S 12th Ave	S 12TH AVE ODL	EDINBURG	TX	78539	AEP	10032789431438950	6/1/2008
70	Hidalgo County	219 E LOEB ST ODL T 400MV1	EDINBURG	TX	78541	AEP	10032789455481041	6/1/2008
71	Hidalgo County	410 N 13TH AVE ODL	EDINBURG	TX	78541	AEP	10032789467608902	6/1/2008
72	Hidalgo County	101 S 10TH AVE ODL	EDINBURG	TX	78539	AEP	10032789485011111	6/1/2008
73	Hidalgo County	1304 S 25TH AVE ODLT 400HPS1	EDINBURG	TX	78539	AEP	10032789414946031	6/1/2008
74	Hidalgo County	1304 S 25TH AVE ODL	EDINBURG	TX	78539	AEP	10032789414946032	6/1/2008
75	Hidalgo County	1304 S 25TH AVE ODL	EDINBURG	TX	78539	AEP	10032789414946033	6/1/2008
76	Hidalgo County	219 E LOEB ST ODL	EDINBURG	TX	78541	AEP	10032789455481042	6/1/2008
77	Hidalgo County-Abram	11 ABRAM RD	ABRAM	TX	78572	AEP	10032789472495880	6/1/2008
78	Hidalgo County	1 N ABRAM RD ODL	ABRAM	TX	78572	AEP	10032789470251264	6/1/2008
79	Hidalgo County	1304 S 25TH AVE	EDINBURG	TX	78539	AEP	10032789414946030	6/1/2008
80	Hidalgo County	301 E HACKBERRY AVE ODL	MCALLEN	TX	78501	AEP	10032789481322741	6/1/2008
81	Hidalgo County	300 E HACKBERRY AVE UNIT A	MCALLEN	TX	78501	AEP	10032789469216400	6/1/2008
82	Hidalgo County	2501 N MOORE FIELD RD ODL	MISSION	TX	78572	AEP	10032789418772693	6/1/2008

(000203)7.9 / 02-0293-8120)  
 GLO Total Power Base  
 County of Hidalgo\_04/30/08  
 1-76TJEL



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83	Hidalgo County	2501 N MOOREFIELD RD	MISSION	TX	78572	AEP	10032789418772691	6/1/2008
84	Hidalgo County	1711 N BRIDGE AVE	WESLACO	TX	78596	AEP	10032789430709590	6/1/2008
85	Hidalgo County	1901 N BRIDGE AVE ODI	WESLACO	TX	78596	AEP	10032789444002492	6/1/2008
86	Hidalgo County- Doolittle Rd	16 DOOLITTLE RD ODLT 250HPS	EDINBURG	TX	78539	AEP	10032789466904120	6/1/2008
87	Hidalgo County	410 N 13TH AVE	EDINBURG	TX	78541	AEP	10032789467608901	6/1/2008
88	Hidalgo County	3100 S US HIGHWAY 281 UNIT SHED	EDINBURG	TX	78539	AEP	10032789400692201	6/1/2008
89	Hidalgo County- Baseball Park	90 CEMETERY RD ODLT 400MH 1	LOS EBANOS	TX	78565	AEP	10032789471271070	6/1/2008
90	Hidalgo County- Alamo St	14 ALAMO ST ODLT 150HPS	EDINBURG	TX	78539	AEP	10032789428843820	6/1/2008
91	Hidalgo County	109 N CYPRESS ST	PHARR	TX	78577	AEP	10032789469446040	6/1/2008
92	Hidalgo County	18122 QUEEN PALM DR	PENITAS	TX	78576	AEP	10032789477103896	6/1/2008
93	FM 886 Area Lights (2)	1 FM 886 UNIT 1000HPS	LOS EBANOS	TX	78565	AEP	10032789404610889	6/1/2008
94	Hidalgo County- Seminary Rd	SEMINARY RD UNIT PUMPHSE	EDINBURG	TX	78539	AEP	10032789419355922	6/1/2008
95	Hidalgo County-N Minnesota Blvd	N MINNESOTA MINNESOTA & 1 MILE	MISSION	TX	78572	AEP	10032789491127151	6/1/2008
96	Hidalgo County	800 N DOOLITTLE RD	EDINBURG	TX	78539	AEP	10032789431071961	6/1/2008
97	Hidalgo County	2 E SCHUNIOR ST UNIT 1/4 N	EDINBURG	TX	78539	AEP	10032789445533090	6/1/2008
98	Hidalgo County	1711 N BRIDGE AVE	WESLACO	TX	78596	AEP	10032789454129532	6/1/2008
99	Hidalgo County	200 W 2ND ST	LA JOYA	TX	78560	AEP	10032789430324490	6/1/2008
100	Hidalgo County	1 CATARINA	PROGRESO	TX	78570	AEP	10032789470832190	6/1/2008
101	Hidalgo County	301 S 8TH ST	DONNA	TX	78537	AEP	10032789450127191	6/1/2008
102	Hidalgo County	3109 W UNIVERSITY DR	EDINBURG	TX	78539	AEP	10032789498613451	6/1/2008
103	Hidalgo County	1001 FRONTAGE RD UNIT L	ALAMO	TX	78516	AEP	10032789484648321	6/1/2008
104	Hidalgo County	540 S TEXAS ST UNIT 1@	MERCEDES	TX	78570	AEP	10032789487143350	6/1/2008
105	Hidalgo County	3105 W UNIVERSITY DR UNIT W	EDINBURG	TX	78539	AEP	10032789470894381	6/1/2008
106	Hidalgo County-Mile 11 N	44 MILE 11 N	WESLACO	TX	78596	AEP	10032789450203200	6/1/2008
107	Hidalgo County	113 DAWSON ST	EDINBURG	TX	78539	AEP	10032789471340792	6/1/2008
108	Hidalgo County	1711 N BRIDGE AVE	WESLACO	TX	78596	AEP	10032789461867090	6/1/2008
109	Hidalgo County	1124 N M RD	EDINBURG	TX	78541	AEP	10032789409612422	6/1/2008
110	Hidalgo County	1000 N M RD UNIT A	EDINBURG	TX	78539	AEP	10032789478120470	6/1/2008
111	Hidalgo County	1000 N M RD B	EDINBURG	TX	78539	AEP	10032789475550070	6/1/2008
112	Hidalgo County	1000 N M RD SP	EDINBURG	TX	78539	AEP	10032789454766321	6/1/2008
113	Hidalgo County- Lake Delta Shop	LAKE DELTA UNIT SHOP	MONTE ALTO	TX	78538	AEP	10032789421402131	6/1/2008
114	Hidalgo County- Lake Delta	LAKE DELTA UNIT PARK	MONTE ALTO	TX	78538	AEP	10032789487880661	6/1/2008
115	Hidalgo County	301 E BLACKBERRY AVE HSE	MCALLEN	TX	78501	AEP	10032789433913030	6/1/2008

{00020317.9 / 02-0295-8120}  
GLO Total Power Base  
County of Hidalgo\_04/30/08  
1-76TJEL



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116	Hidalgo County	301 E HACKBERRY AVE UNIT R	MCALLEN	TX	78501	AEP	10032789408674500	6/1/2008
117	Hidalgo County-N 6th Ave	2 N 6TH AVE	SAN CARLOS	TX	78539	AEP	10032789403848460	6/1/2008
118	Hidalgo County	100 E CANO ST	EDINBURG	TX	78539	AEP	10032789497159140	6/1/2008
119	Hidalgo County	109 N STADIUM DR	LA JOYA	TX	78560	AEP	10032789438104121	6/1/2008
120	Hidalgo County	3100 S US HIGHWAY 281 BLDG A	EDINBURG	TX	78539	AEP	10032789432977851	6/1/2008
121	Hidalgo County	1 S MILE 1 EAST RD OFC	MERCEDES	TX	78570	AEP	10032789466619520	6/1/2008
122	Hidalgo County	1 FM 493 COUNTY DUMP	DONNA	TX	78537	AEP	10032789408154350	6/1/2008
123	Hidalgo County-El Gato Rd	EL GATO RD W BOWDER RD	ALAMO	TX	78516	AEP	10032789446677850	6/1/2008
124	Hidalgo County	329 E STATE ST OFC	PHARR	TX	78577	AEP	10032789494832580	6/1/2008
125	Hidalgo County	500 W MILITARY RD LANDFILL	PENITAS	TX	78576	AEP	10032789481000391	6/1/2008
126	Hidalgo County	500 W MILITARY RD LANDFILL 2	PENITAS	TX	78576	AEP	10032789417572130	6/1/2008
127	Hidalgo County	1101 N DOOLITTLE RD OFC	EDINBURG	TX	78541	AEP	10032789406220740	6/1/2008
128	Hidalgo County	300 E HACKBERRY AVE UNIT N	MCALLEN	TX	78501	AEP	10032789490936551	6/1/2008
129	Hidalgo County	211 SCHUBACH RD	ABRAM	TX	78572	AEP	10032789476268840	6/1/2008
130	Hidalgo County	1901 N BRIDGE AVE	WESLACO	TX	78596	AEP	10032789444082490	6/1/2008
131	Hidalgo County	704 E TEXANO DR #CLINIC	HIDALGO	TX	78557	AEP	10032789402851500	6/1/2008
132	Hidalgo County	1905 N FIR ST	PHARR	TX	78577	AEP	10032789487436170	6/1/2008
133	Hidalgo County	3105 E RICHARDSON RD	EDINBURG	TX	78541	AEP	10032789432065660	6/1/2008
134	Hidalgo County	1217 W HOUSTON AVE	MCALLEN	TX	78501	AEP	10032789477159740	6/1/2008
135	Hidalgo County	1902 JOE STEPHENS AVE UNIT 101	WESLACO	TX	78596	AEP	10032789448238540	6/1/2008
136	Hidalgo County	1902 JOE STEPHENS AVE UNIT 203	WESLACO	TX	78596	AEP	10032789452407040	6/1/2008
137	Hidalgo County	1902 JOE STEPHENS AVE UNIT 204	WESLACO	TX	78596	AEP	10032789438652541	6/1/2008
138	Hidalgo County	1902 JOE STEPHENS AVE UNIT 401	WESLACO	TX	78596	AEP	10032789442124570	6/1/2008
139	Hidalgo County	1902 JOE STEPHENS AVE UNIT 202	WESLACO	TX	78596	AEP	10032789411642220	6/1/2008
140	Hidalgo County	329 E STATE ST	PHARR	TX	78577	AEP	10032789449233940	6/1/2008
141	Hidalgo County	301 E STATE ST	PHARR	TX	78577	AEP	10032789489273171	6/1/2008
142	Hidalgo County-N Slabaugh St	N SLABAUGH ST	MISSION	TX	78572	AEP	10032789482671730	6/1/2008
143	Hidalgo County	414 W 12TH ST WAREHOUSE	MISSION	TX	78572	AEP	10032789465349570	6/1/2008
144	Hidalgo County	400 W 13TH ST UNIT 1@	MISSION	TX	78572	AEP	10032789438323201	6/1/2008
145	Hidalgo County	1102 N DOOLITTLE RD UNIT 5110P	EDINBURG	TX	78541	AEP	10032789470064791	6/1/2008
146	Hidalgo County	2 F. SCHI NIOR ST	EDINBURG	TX	78539	AEP	10032789463752051	6/1/2008

{00020317.9 / 02-0295-8120}  
 GLO Total Power Base  
 County of Hidalgo\_04/30/08  
 1-76TJBL



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147	Hidalgo County	902 N DOOLITTLE RD	EDINBURG	TX	78541	AEP	10032789475103582	6/1/2008
148	Hidalgo County	902 N DOOLITTLE RD	EDINBURG	TX	78541	AEP	10032789450313521	6/1/2008
149	Hidalgo County	122 E PARK ST	MIARR	TX	78577	AFP	10032789499787301	6/1/2008
150	Hidalgo County	1902 JOE STEPHENS AVE #201	WESLACO	TX	78596	AEP	10032789424728750	6/1/2008
151	Hidalgo County	300 E HACKBERRY AVE UNIT 5	MCALLEN	TX	78501	AEP	10032789430455980	6/1/2008
152	Hidalgo County	94 FM 1015 PORTBLE BL	PROGRESO	TX	78579	AEP	10032789480746080	6/1/2008
153	Hidalgo County	1902 JOE STEPHENS AVE UNIT 301	WESLACO	TX	78596	AEP	10032789462986250	6/1/2008
154	Hidalgo County	708 E HIGHWAY 107	ELSA	TX	78543	AEP	10032789468942440	6/1/2008
155	Hidalgo County-Catarina	23 CATARINA	PROGRESO	TX	78579	AEP	10032789453754301	6/1/2008
156	Hidalgo County	219 E LOEB ST	EDINBURG	TX	78541	AEP	10032789455481040	6/1/2008
157	Hidalgo County	321 E LOEB ST	EDINBURG	TX	78539	AEP	10032789410911230	6/1/2008
158	Hidalgo County	402 N 13TH AVE	EDINBURG	TX	78541	AEP	10032789408394031	6/1/2008
159	Hidalgo County	100 N CLOSNER BLVD	EDINBURG	TX	78539	AEP	10032789484711680	6/1/2008
160	Hidalgo County	100 N CLOSNER BLVD UNIT 1	EDINBURG	TX	78539	AEP	10032789466756850	6/1/2008
161	Hidalgo County	101 S 10TH AVE 12 & UNIV - ES OF PARK LOT	EDINBURG	TX	78539	AFP	10032789485011110	6/1/2008
162	Hidalgo County	1711 N BRIDGE AVE UNIT 400IPSD	WESLACO	TX	78596	AFP	10032789483395040	6/1/2008
163	Hidalgo County	1000 N M RD ODLT 1KMTI UNIT A	EDINBURG	TX	78539	AEP	10032789478120471	6/1/2008
164	Hidalgo County	1000 N M RD UNIT A ODL	EDINBURG	TX	78539	AEP	10032789478120472	6/1/2008
165	Hidalgo County	1000 N M RD UNIT A ODL	EDINBURG	TX	78539	AEP	10032789478120473	6/1/2008
166	Hidalgo County-Lake Delta	LAKE DELTA ODL	MONTE ALTO	TX	78538	AEP	10032789487880662	6/1/2008
167	Hidalgo County-Lake Delta	LAKE DELTA ODL	MONTE ALTO	TX	78538	AEP	10032789487880663	6/1/2008
168	Hidalgo County	301 E HACKBERRY AVE ODL	MCALLEN	TX	78501	AEP	10032789467191191	6/1/2008
169	Hidalgo County-Madero	S CONWAY AVE ODLT 250-HPS	MISSION	TX	78572	AEP	10032789485776990	6/1/2008
170	Hidalgo County-Madero	S CONWAY AVE ODLT HPS250	MISSION	TX	78572	AEP	10032789485776991	6/1/2008
171	Hidalgo County	1212 S 28TH AVE #2	EDINBURG	TX	78539	AEP	10032789479970261	6/1/2008
172	Hidalgo County	1212 S 25TH AVE #1@	EDINBURG	TX	78539	AEP	10032789492235281	6/1/2008
173	Hidalgo County	1217 W HOUSTON AVE PORT	MCALLEN	TX	78501	AEP	10032789497756430	6/1/2008
174	Hidalgo County	1001 FRONTAGE RD UNIT M	ALAMO	TX	78516	AEP	10032789466350940	6/1/2008
175	Hidalgo County	201 W 6TH ST	LOS EBANOS	TX	78365	AFP	10032789456144691	6/1/2008
176	Hidalgo County	5 N DRYAN RD UNIT 05	ALTON	TX	78572	AEP	10032789437850010	6/1/2008

100020317.9 / 02-0295-81201  
 GLO Total Power Base  
 County of Hidalgo\_04/30/08  
 L-76TJEL



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#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	TDSP	ESID	COMMENCEMENT DATE
177	Hidalgo County	3100 S US HIGHWAY 281 ODL	EDINBURG	TX	78539	AEP	10032789411470593	6/1/2008
178	Hidalgo County-S Tower Rd	1 S TOWER RD UNIT UNMTR	ALAMO	TX	78516	AEP	10032789483688010	6/1/2008
179	Hidalgo County	201 W 6TH ST ODI.T 250HPS2 PAVILLION	LOS EBANOS	TX	78565	AEP	10032789456144692	6/1/2008
180	Hidalgo County	610 W EXPRESSWAY 83	SULLIVAN CITY	TX	78595	AEP	10032789421175231	6/1/2008
181	Hidalgo County	1101 N DOOLITTLE RD	EDINBURG	TX	78541	AEP	10032789418838485	6/1/2008
182	Hidalgo Cty Per #4 Hargil Rec Ctr	6 N MCKINLEY	HARGILL	TX	78549	AEP	10032789499682815	6/1/2008
183	Hidalgo County-42 Davis Road A	E DAVIS RD UNIT A	EDINBURG	TX	78539	AEP	10032789417028460	6/1/2008
184	JP PCT 2 PLC 2	124 E PARK ST	PHARR	TX	78577	AEP	10032789440223640	6/1/2008
185	A-1 JP-Pct 3-Plc 1	722 N BREYFOGLE RD UNIT A1	MISSION	TX	78572	AEP	10032789474505606	6/1/2008
186	A-2 Constable Pct 3	722 N BREYFOGLE RD UNIT A2	MISSION	TX	78572	AEP	10032789402978838	6/1/2008
187	A-3 JP-Pct 3-Plc 2	722 N BREYFOGLE RD UNIT A3	MISSION	TX	78572	AEP	10032789424908955	6/1/2008
188	A-4 House Meter	722 N BREYFOGLE RD UNIT A4	MISSION	TX	78572	AEP	10032789425445335	6/1/2008
189	B-1 Commissioner Pct 3	722 N BREYFOGLE RD UNIT B1	MISSION	TX	78572	AEP	10032789445157538	6/1/2008
190	C-1 Health & Planning	722 N BREYFOGLE RD UNIT C2	MISSION	TX	78572	AEP	10032789493129815	6/1/2008
191	C-2 WIC Program	722 N BREYFOGLE RD UNIT C3	MISSION	TX	78572	AEP	10032789407522345	6/1/2008
192	C-3 Community Service	722 N BREYFOGLE RD UNIT C4	MISSION	TX	78572	AEP	10032789461601209	6/1/2008
193	C-4 Tax Office & Auto License	722 N BREYFOGLE RD UNIT C5	MISSION	TX	78572	AEP	10032789448700805	6/1/2008
194	C-5 County Clerk	722 N BREYFOGLE RD UNIT C6	MISSION	TX	78572	AEP	10032789404058039	6/1/2008
195	Alton WIC #2	3519 W MAIN AVE	ALTON	TX	78572	AEP	10032789418467818	6/1/2008
196	Hidalgo County Per 3 Office	107 N IOWA RD UNIT OFC	MOORE FIELD	TX	78572	AEP	10032789470869801	6/1/2008
197	Hidalgo Co Per 3 Warehouse	107 N IOWA RD UNIT SHOP	MOORE FIELD	TX	78572	AEP	10032789434097521	6/1/2008
198	C-6 Planning Dept	722 N BREYFOGLE RD UNIT C1	MISSION	TX	78572	AEP	10032789409105529	6/1/2008
199	C-7 DPS Food Pantry	722 N BREYFOGLE RD UNIT C7	MISSION	TX	78572	AEP	10032789413900895	6/1/2008
200	C-8 Community Svc	722 N BREYFOGLE RD UNIT C8	MISSION	TX	78572	AEP	10032789444988039	6/1/2008
201	Bennit Building	212 N 12TH AVE	EDINBURG	TX	78541	AEP	10032789462453451	6/1/2008
202	Horizon Building	222 N 12TH AVE	EDINBURG	TX	78541	AEP	10032789428614510	6/1/2008
203	Admin Bldg Pking	E MAHL ST ODL	EDINBURG	TX	78539	AEP	10032789431841695	6/1/2008

(00020317.9 / 02-0295-8120)  
 GLO Total Power Base  
 County of Hidalgo\_04/30/08  
 1-76TJEL



**This Agreement is confidential and is exempt from disclosure under the Open Records Act**

#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	TDSP	ESID	COMMENCEMENT DATE
	Lot Lights							
204	Elections Dept	101 S 10TH AVE UNIT CORNER	EDINBURG	TX	78539	AEP	10032789417533347	6/1/2008
205	St Bentsen Palm - Fishing Beacon	4 N BENTSEN PALM	MISSION	TX	78572	AEP	10032789456438345	6/1/2008
206	E Goodwin Rd - Flushing Beacon	E GOODWIN RD TXDOT	MISSION	TX	78572	AEP	10032789424194879	6/1/2008
207	Adult Probation Office	3100 S US HIGHWAY 281 UNIT 1	EDINBURG	TX	78539	AEP	10032789408071865	6/1/2008
208	Hidalgo County Admin Building	2802 S Closner Blvd	EDINBURG	TX	78539	AEP	10032789404398205	6/1/2008
209	Juvenile Justice Center	1001 N DOOLITTLE RD	EDINBURG	TX	78541	AEP	10032789441389317	6/1/2008
210	Courthouse	100 N CLOSNER BLVD ODL	EDINBURG	TX	78539	AEP	10032789406506775	6/1/2008
211	Hidalgo County PCT 3 N La Homa	2 N LA HOMA	MISSION	TX	78572	AEP	10032789476102595	6/1/2008
212	Hidalgo Cty #4 Hargil Recov Ctr	N MCKINLEY UNIT 250HPS	HARGILL	TX	78549	AEP	10032789418732449	6/1/2008
213	Penitas Landfill Substation 2	1 FM 886	SULLIVAN CITY	TX	78595	AEP	10032789485261585	6/1/2008
214	Alamo WIC Clinic	313 E BUSINESS 83 STE 113	ALAMO	TX	78516	AEP	10032789451537548	6/1/2008
215	Delta Storage Bldg	3100 S US HIGHWAY 281 BLDG C	EDINBURG	TX	78539	AEP	10032789441687961	6/1/2008
216	Precinct No. 1-Motor Pool	N IOWA RD UNIT	MOORE FIELD	TX	78572	AEP	10032789455759138	6/1/2008
217	HARGIL PARK PAVILLION	410 W 4TH	HARGILL	TX	78549	AEP	10032789454505415	6/1/2008
218	HIDALGO COUNTY ANNEX 2	317 N CLOSNER BLVD	EDINBURG	TX	78541	AEP	10032789423336285	6/1/2008
219	HIDALGO COUNTY ANNEX 3	317 N CLOSNER BLVD UNIT BS	EDINBURG	TX	78541	AEP	10032789405600210	6/1/2008
220	HIDALGO COUNTY ANNEX 3	317 N CLOSNER BLVD UNIT IGHTS	EDINBURG	TX	78541	AEP	10032789434651276	6/1/2008
221	HIDALGO COUNTY PCT. #4	1102 N DOOLITTLE RD LOT TEMP	EDINBURG	TX	78541	AEP	10032789482605198	6/1/2008
222	PARKING LOT	401 N CLOSNER BLVD UNIT FL ODL	EDINBURG	TX	78541	AEP	10032789452841230	6/1/2008
223	PARKING LOT	401 N CLOSNER BLVD UNIT FL ODL	EDINBURG	TX	78541	AEP	10032789452841231	6/1/2008
224	UNIT ADM OFFICES PCT 4	1051 N DOOLITTLE RD UNIT ADM OFC NONE	EDINBURG	TX	78541	AEP	10032789436518925	6/1/2008
225	COMMUNITY BUILDING	15 S TOWER RD UNIT MULTI MULTI PURPOSE BUILDING	ALAMO	TX	78516	AEP	10032789451762569	6/1/2008

{00020317.9 / 02-0295-8120}  
 GLO Total Power Base  
 County of Hidalgo\_04/30/08  
 1-76TJEL



**APPENDIX B**  
**Contract Charge**

**Total Power 3.0 – Model 20 Bundled – Fixed Price**

**SELLER INVOICE**

Seller shall invoice each of Customer Locations on a monthly basis. Invoices shall consist of the following components:

1. Contract Charge; plus
2. Discretionary Service Fees (if any); plus
3. Competition Charges (whether positive or negative); and
4. Other charges expressly authorized in this Agreement.

The "Contract Charge" is the amount in \$US, determined by calculating the product of the Actual Consumption at the Customer Location and the Contract Price.

The "Contract Price" equals \$0.12548 per kWh consumed at the Customer Location(s) and includes energy charges, Nodal Transition Charges, Transmission and Distribution Charges, Ancillary Charges, ISO fees, and congestion management fees; provided, during the Delivery Term GLO may make adjustments (increases or decreases) to the Contract Price per kWh to reflect any changes in Transmission and Distribution Charges that have been authorized and implemented after the Effective Date, with such adjustments to be made no more than one time per calendar year with respect to each TDSP serving Customer Locations and to take effect prospectively as of the next meter read date following the date of adjustment. The Contract Price does not include (a) Discretionary Service Fees, Competition Charges, and other authorized charges and (b) any additional costs or charges imposed on or associated with the delivery of the Actual Consumption to the extent that such additional costs or charges would not have been incurred but for Customer's breach of this Agreement.

Customer will promptly notify Seller of any event or circumstance that is likely to cause a significant change to the load at any Customer Location(s) (a "Notice of Load Change"), including Customer's plans for new construction, facility replacement or equipment modification, planned closures, applications for new construction permits, or new environmental limits.

In the event of a Material Change or the receipt by Seller of a Notice of Load Change, Seller and Customer may enter into good faith negotiations to amend the Benchmark Quantity and Contract Price. If the Parties are unable to agree within 60 days after the occurrence or determination of an event of Material Change or the receipt by Seller of a Notice of Load Change, the matter shall be submitted for Dispute Resolution in accordance with the terms and procedures set forth in this Agreement.

**ADDITIONAL CAPITALIZED TERMS**

"Actual Consumption" means the Energy measured or reported by the TDSP or estimated by Seller for the Customer Location for a month for scalar meters and for each hour for IDR meters.

"Ancillary Charges" means, for each Customer Location, all charges assessed by ERCOT for services necessary to maintain reliable operation of the transmission system in order to support the transmission of Energy from the source of generation to the points of demand.

"Competition Charges" means, for each Customer Location, any or all of the following charges: competition transition charges; transition charges as defined in the PURA; excess mitigation credits; and/or substantially similar charges associated with, or resulting from, the opening of the electric market in the State of Texas to REPs, including the recovery of stranded costs as defined by the PURA and increases in transmission and distribution rates charged by the TDSP that result from, or are otherwise attributable to, the redirection of depreciation expenses.

{00020323.4 / 02-0295-8120} (Bundled Nodal)  
GLO 1P 3.0 M20 FP B  
County of Hidalgo\_04/30/08  
1-76TJEL





2. **Approval to accept a check from Voter Consumer Research, Inc. A premier public opinion survey research and data collection company in the amount of \$250.00 dated 04/10/08.**

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

3. **Electric Energy Provider Option I:**  
**A. Presentation by Ruben de los Santos with Reliant Energy (Hidalgo County's current contracted energy provider through the County's participation in the State of Texas General Land Office's Power Program) for discussion, consideration and action to enter into a multiple months agreement before the expiration of the current contract on 5-31-08.**

Presentation made by Ruben de los Santos.

- B. Approval of participation with and through the State of Texas General Land Office's Power Program's awarded vendor (Reliant Energy) for the contract of an electric energy provider with designation and authorization for County Judge, Commissioner or Executive Officer to approve and accept pricing and a term of up to sixty (60) months if market conditions present an opportunity to do so with the CC setting the parameter against the County's current pricing;**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval for 60 months without Headstart.

- C. Approval of an Electric Sales Agreement through the State of Texas General Land Office Power Programs's awarded vendor, Reliant Energy for a term of \_\_\_\_\_ months at a rate of \$ \_\_\_\_\_, plus additional charges of \$ \_\_\_\_\_**

NO ACTION taken on this item.

**Option II:**

- A. Presentation by Donald Lee, Executive Director of (Conference of Urban Counties) and Public Power Pool of an indicative pricing proposal from CUC's aggregation project-P3 for the provision of electric power for Hidalgo County:**

Presentation made by Donald Lee.

- B. Approval to proceed to enter into an Interlocal Agreement between Hidalgo County and CUC's aggregation project Public Power Pool for the provision of electric power including, but not limited to the provisions detailed in the attached documentation on membership requirements.**

NO ACTION taken on this item.

**AI-9051****23.J.3.****Electric Energy Provider  
CC REGULAR****Date:** 04/29/2008**Submitted By:** Nielda Cavazos, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Area:** Purchasing Department**Purchasing only:** Co. Wide**Information****CAPTION**

Electric Energy Provider

Option I:

A. Presentation by Ruben de los Santos with Reliant Energy (Hidalgo County's current contracted energy provider through the County's participation in the State of Texas General Land Office's Power Program) for discussion, consideration and action to enter into a multiple months agreement before the expiration of the current contract on 5-31-08;

B. Approval of participation with and through the State of Texas General Land Office's Power Program's awarded vendor (Reliant Energy) for the contract of an electric energy provider with designation and authorization for County Judge, Commissioner or Executive Officer to approve and accept pricing and a term of up to sixty (60) months if market conditions present an opportunity to do so with the CC setting the parameter against the County's current pricing;

C. Approval of an Electric Sales Agreement through the State of Texas General Land Office Power Programs's awarded vendor, Reliant Energy for a term of

\_\_\_\_\_ months at a rate of \$ \_\_\_\_\_, plus additional charges of \$ \_\_\_\_\_.

Option II:

A. Presentation by Donald Lee, Executive Director of (Conference of Urban Counties) and Public Power Pool of an indicative pricing proposal from CUC's aggregation project- P3 for the provision of electric power for Hidalgo County;

B. Approval to proceed to enter into an Interlocal Agreement between Hidalgo County and CUC's aggregation project Public Power Pool for the provision of electric power including, but not limited to the provisions detailed in the attached documentation on membership requirements.

**BACKGROUND****Fiscal Impact****FISCAL YEAR:** 2008**ACCT. #:** object code 622 all funds**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

All departments are individually responsible for making their monthly electricity payments from within their budget.

Please refer to attached expense report as of 4-25-08 (all funds) for object code 622 for

funding availability.

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**Attachments**

Link: [Reliant](#)

Link: [expense report as of 4-25-08 object code 622](#)

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**Form Routing/Status**


Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	04/24/2008 05:25 PM	APRV
2	Budget & Management	Dina Trevino	04/25/2008 07:35 AM	APRV
3	Ivan Cantu	Ivan Cantu	04/25/2008 09:42 AM	APRV
4	Auditor's Office		04/25/2008 04:50 PM	NEW

Form Started By: Nielda Cavazos      Started On: 04/23/2008 04:47 PM  
Final Approval Date: 04/25/2008

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New Adult Detention Center:

- a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
- b) Construction of additional pod(s)
- c) Selection and engagement of an architect for the construction of additional pods

3. **Presentation for discussion, consideration and action**  
Including, but not limited to, the following items in connection with New Administration Building:
  - a) General status report by project architect (when necessary) or purchasing department
  - b) other related items
4. **Presentation for discussion, consideration and action**  
Including, but not limited to, the following items in connection with construction of a new Hon Mario E. Ramirez, Jr. Juvenile Detention Facility:
  - a) General status report by project architect (when necessary) or purchasing department
  - b) Other related items
5. **AI-8650** Presentation for consideration, discussion acceptance and approval an amendment to the professional services agreement with Quintanilla, Headley & Associates, Inc. increasing the contract by \$2,400.00 bringing the new contract total to \$ 5,900.00 for additional services in connection with the requirements detailed by Mr. Paul Medrano with the State of Texas Facilities Commission for the need to conduct and provide the preparation of survey plat and a metes and bounds description for the access tract of land that connects the property to Schunior through Contract No. C-07-414-10-23 for "Design & Construction of A Primary Care and Substance Abuse Facility".
6. **AI-8772** A. Pursuant to a directive by CC on Monday, April 7, 2008, requesting approval to submit a Letter of Authorization with authority for County Judge, Commissioner or Designee to execute and forward to Public Power Pool (P3) aggregation pool and Reliant Energy under Conference of Urban Counties to develop and quote an indicative pricing and savings analysis for Hidalgo County;  
  
B. Notification to Commissioners' Court of presentations scheduled for Tuesday, April 22, 2008 by the County's current energy provider Reliant Energy (awarded vendor through the State of Texas General Land Office Power Program) and Public Power Pool (P3) aggregation pool under the Conference of Urban Counties.
7. **AI-8793** Presentation for discussion, consideration and action in connection with security services contract including, but not limited to the following:

**AI-8772**

**33.A.2.**

**Electric Energy Provider for Hidalgo County  
CC REGULAR**

**Date:** 04/14/2008

**Submitted By:** Marty Salazar, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo County

**Information**

**CAPTION**

A. Pursuant to a directive by CC on Monday, April 7, 2008, requesting approval to submit a Letter of Authorization with authority for County Judge, Commissioner or Designee to execute and forward to Public Power Pool (P3) aggregation pool under Conference of Urban Counties to develop and quote an indicative pricing and savings analysis for Hidalgo County;

B. Notification to Commissioners Court of presentations scheduled for Tuesday, April 22, 2008 by the County's current energy provider Reliant Energy (awarded vendor thru the State of Texas General Land Office Power Program) and Public Power Pool (P3) aggregation pool under the Conference of Urban Counties.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Departments would use their budgets for this expenditure.

**Attachments**

Link: [8772](#)

Link: [8772](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
		Marty Salazar	04/08/2008 01:30 PM	CREATED
1	Purchasing Department (Originator)	Marty Salazar	04/09/2008 04:50 PM	APRV
2	Budget & Management	Dina Trevino	04/10/2008 08:10 AM	APRV
3	Dale Kennan			NEW
4	Auditor's Office			
5	Court Administrator			
Form Started By: Marty Salazar		Started On: 04/08/2008 01:30 PM		

**Standard Letter Authorization for the Request Historical Usage Information (English)**

Date: 05/15/08

Expiration Date: 05/15/08

**LIST TDU (REQUIRED; List TDUs that apply to request)**

Oncor Electric Delivery

CenterPoint

Sharyland

AEP Texas

TNMP

Entergy

Please accept this letter as a formal request and authorization for the above referenced Distribution Company (TDU) to release energy usage data, including kWh, kVA or KW, and interval data (if applicable) at the following location(s) to Nancy Sutton. This information request shall be limited to no more than the most recent 12-month period of service. If the ESI ID(s) are IDR accounts, please indicate whether summary level and/or interval data is required.

Summary Billing Data Only  
Data

Interval Data Only

Both Summary and Interval

Please forward usage and load information in electronic (Microsoft Excel) format to:

nsutton@reliant.com

If an attachment is used, please use a separate attachment per TDSP with the ESI IDs that are specific to a TDSP. TDSP will reject if ESI IDs are submitted that are not associated with their territory.

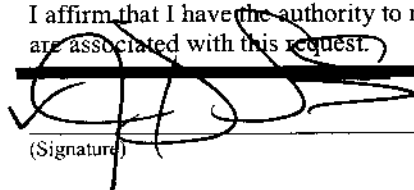
Service Address

ESI ID Number (found on bill)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AUTHORIZATION**

I affirm that I have the authority to make and sign this request on behalf of my company for all ESI IDs that are associated with this request.



(Signature)

(Company)

By checking this box, the Customer identified below and (Requesting party) \_\_\_\_\_ affirm that the authorizing signature is the Customer identified below and hold the TDU harmless for providing the historical data to requested party as identified on this form.

Juan D. Salinas, III

(Name, printed)

Hidalgo County Judge

(Title)

(956) 318-2600

(Telephone Number)

100 E. Cano St.

(Billing Street Address)

Edinburg, TX 78539

(City, State, Zip Code)

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

May 27, 2008

County of Hidalgo  
Attn: Purchasing  
100 E Cano St., Ste 5  
Edinburg, TX 78539

Re: Electric Sales Agreement  
GLO Contract No. 08-5120

Dear Sir or Madam:

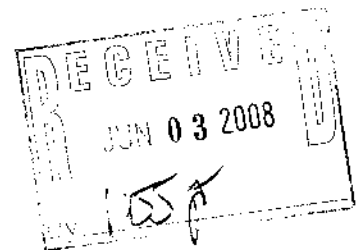
For your files, enclosed please find one fully executed Electric Sales Agreement for the above contract number with the Texas General Land Office.

If you have any questions, please contact me at 512/463-5327 or via electronic mail at [brenda.rivera@glo.state.tx.us](mailto:brenda.rivera@glo.state.tx.us).

Sincerely,

Brenda Rivera  
Sr. Contract Specialist

Enclosure



Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

[www.glo.state.tx.us](http://www.glo.state.tx.us)

AI-9051

23.J.3.

**Electric Energy Provider  
CC REGULAR**

**Date:** 04/29/2008

**Submitted By:** Nielda Cavazos, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Co. Wide

**Information**

**CAPTION**

Electric Energy Provider

Option I:

*approved*

A. Presentation by Ruben de los Santos with Reliant Energy (Hidalgo County's current contracted energy provider through the County's participation in the State of Texas General Land Office's Power Program) for discussion, consideration and action to enter into a multiple months agreement before the expiration of the current contract on 5-31-08;

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C. Approval of an Electric Sales Agreement through the State of Texas General Land Office Power Programs's awarded vendor, Reliant Energy for a term of

60 months months at a rate of \$ .012548, plus additional charges of \$ \_\_\_\_\_.

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A. Presentation by Donald Lee, Executive Director of (Conference of Urban Counties) and Public Power Pool of an indicative pricing proposal from CUC's aggregation project- P3 for the provision of electric power for Hidalgo County;

B. Approval to proceed to enter into an Interlocal Agreement between Hidalgo County and CUC's aggregation project Public Power Pool for the provision of electric power including, but not limited to the provisions detailed in the attached documentation on membership requirements.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** object code 622 all funds

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

All departments are individually responsible for making their monthly electricity payments from within their budget.

Please refer to attached expense report as of 4-25-08 (all funds) for object code 622 for