



**AGENDA**  
**DRAINAGE DISTRICT**  
**BOARD OF DIRECTORS**  
**August 30, 2016**  
**10:00 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

1. **Roll Call**
2. **Prayer**
3. **Open Forum**
4. **Approval of Consent Agenda**
5. Discussion on Hidalgo County Drainage District No. 1 Drainage projects, maintenance and operations
6. **AI -56063** Requesting approval to enter into a 36 month lease agreement with Ricoh USA, Inc. through the District's membership with U.S. Communities, Contract No. 4400003732, for the lease of one (1) Ricoh D6500 Interactive Whiteboard in the amount of \$275.00 per month.
7. **AI -56092**  
Request approval of Payment Application No.6 in the amount of \$302,477.27 Texas Cordia Construction Construction L.L.P. pertaining to Construction Contract HCDD-15-009-07-22A Hoehn Road Area Drainage & Road Improvement. PO#627645 which is part of the 2012 Bond Referendum Precinct #4 Rural Drainage Development.
8. **AI -56058** A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services.  
B.) Presentation of scoring grid of the firms graded through the District's "Pool" of pre-qualified Professional Engineers for the purpose of ranking

by the HCDD1 Board of Directors in connection with Professional Engineering Services required for Pct. 1 On-Call Construction Material Testing Services.

<b>FIRM NAME:</b>	<b>SCORE:</b>	<b>RANK:</b>
Raba Kistner Consultants, Inc.	96	
Terracon Consultants, Inc.	94	
LNV, Inc.	91	

C.) Pursuant to the Boards approval requesting authority for the Hidalgo County Drainage District No. 1 to negotiate Professional Engineering Services Agreement with the number one ranked firm of \_\_\_\_\_, for the provision of Professional Engineering Services for Pct. 1 On-Call Construction Material Testing Services.

**9. AI -56086 2013 BOND SERIES**

A.) Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 1 in the amount of \$9,320.00 from Urban Infrastructure Group, Inc as it relates to additional Engineering Services for Pct. 1-Mile 13 1/2 and FM 1015 area Drainage Improvement Project.

B.) Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 2 in the amount of \$4,800 from Urban Infrastructure Group, Inc. as it relates to additional Survey Services for Pct. 1-Mile 13 1/2 and FM 1015 area Drainage Improvement Project.

**10. Closed Session:**

Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

**A. Real Estate Acquisition**

**B. Pending and/or Potential Litigation**

**C. AI -56069** C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County Drainage District No. 1

**D. AI -56073** Claim of Rodolfo Garza III, Rodolfo Garza, Jr. Maria S. Garza et al v. Hidalgo County

11. **Open Session:**
  - A. **Real Estate Acquisition**
  - B. **Pending and/or Potential Litigation**
  - C. **AI -56070** C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County Drainage District No. 1
  - D. **AI -56074** Claim of Rodolfo Garza III, Rodolfo Garza, Jr. Maria S. Garza et al v. Hidalgo County
12. **Closed Session:**

Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed
13. **Open Session:**

Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed
14. **Adjourn**

**AI -56063**

**6.**

**DRAINAGE DISTRICT**

Meeting Date: 08/30/2016

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

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Information

**CAPTION**

Requesting approval to enter into a 36 month lease agreement with Ricoh USA, Inc. through the District's membership with U.S. Communities, Contract No. 4400003732, for the lease of one (1) Ricoh D6500 Interactive Whiteboard in the amount of \$275.00 per month.

**BACKGROUND**

Agreement was reviewed and approved as to form by Legal.  
Form HB1295 will be obtained upon approval of agreement by the Board and before issuing a purchase order.

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Fiscal Impact

Attachments

backup

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	08/25/2016 04:49 PM
Final Approval	Monica Badillo	08/26/2016 05:44 PM
Form Started By: Moises Salazar		Started On: 08/25/2016 04:09 PM
Final Approval Date: 08/26/2016		



Ricoh USA, Inc.  
70 Valley Stream Parkway  
Malvern, PA 19355

## U.S. Communities Product Schedule with Purchase Option

**Product Schedule Number:** \_\_\_\_\_  
**Master Lease Agreement Number:** \_\_\_\_\_

This U.S. Communities Product Schedule with Purchase Option (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and \_\_\_\_\_ HIDALGO COUNTY DRAINAGE DISTRICT #1, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and \_\_\_\_\_. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

### CUSTOMER INFORMATION

HIDALGO COUNTY DRAINAGE DISTRICT #1				Mike Ramirez Kanto			
Customer (Bill To)				Billing Contact Name			
902 N DOOLITTLE RD DRAINAGE DISTRICT NO 1				902 N DOOLITTLE RD DRAINAGE DISTRICT NO 1			
Product Location Address				Billing Address (if different from location address)			
EDINBURG	TX	78542-7470		EDINBURG	TX	78542-7470	
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (956)292-7080x5817			Billing Contact Facsimile Number		Billing Contact E-Mail Address mike.kanto@hccd1.org		

### PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH INTERACTIVE WHITEBOARD D6500B W/BUSINESS CONTROLLER

Qty	Product Description: Make & Model

### PAYMENT SCHEDULE

Minimum Term (months)
36

Minimum Payment (Without Tax)
\$ 275.00

Minimum Payment Billing Frequency
<input checked="" type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly
<input type="checkbox"/> Other: _____

Advance Payment
<input type="checkbox"/> 1 <sup>st</sup> Payment
<input type="checkbox"/> 1 <sup>st</sup> & Last Payment
<input type="checkbox"/> Other: _____

Sales Tax Exempt:  Yes (Attach Exemption Certificate)

Customer Billing Reference Number (P.O.#, etc.) \_\_\_\_\_

Addendum Attached:  Yes (Check if yes and indicate total number of pages: \_\_\_\_\_)

### TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Purchase Option:

The parties agree that the purchase option for the Product is a \$1.00 purchase option plus applicable taxes. In connection with such option, Customer further agrees as follows:

- notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for

various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule.

(ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product; and

(iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed.

4. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.

5. Additional Provisions (if any) are: \_\_\_\_\_

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p><b>CUSTOMER</b></p> <p>By: <b>X</b> _____  Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>	<p><b>Accepted by: RICOH USA, INC.</b></p> <p>By: _____  Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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**U.S. COMMUNITIES**  
**EQUIPMENT SALE AND MAINTENANCE AGREEMENT**  
**(EQUIPMENT SALES, BREAK-FIX SERVICES)**

CUSTOMER INFORMATION					
<b>Legal Name</b>	HIDALGO COUNTY DRAINAGE DISTRICT #1				
<b>Bill To Address</b>	902 N DOOLITTLE RD DRAINAGE DISTRICT NO 1				
<b>City</b>	EDINBURG	<b>State</b>	TX	<b>Zip Code</b>	78542-7470

This Equipment Sale and Maintenance Agreement (“Maintenance Agreement”) sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. (“Ricoh”). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the “County”) on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2019, with the option to renew for no more than three (3) years (the “Contract Period”), one year at a time, or any combination thereof (the “Contract”). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the “Order”), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

**1. MAINTENANCE SERVICES COVERAGE.** Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year’s Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) (“Normal Business Hours”), as follows (collectively, the “Maintenance Services”):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless

otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

**2. MAINTENANCE SERVICE CALLS.** Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

**3. RECONDITIONING.** Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

**4. TERM.** Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and

such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

**5. MAINTENANCE CHARGES.**

(a) Maintenance service charges (“Maintenance Charges”) will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

**6. USE OF RICOH RECOMMENDED SUPPLIES.** Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh’s then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

**7. METER READINGS.** As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

**8. CUSTOMER OBLIGATIONS.** Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide “360 degree” service access to the Equipment, subject to Customer’s usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available “on site” for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer’s location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer’s facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

**9. WARRANTY DISCLAIMER.** OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH’S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE

## MAINTENANCE SERVICES.

### 10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

**11. DATA MANAGEMENT SERVICES.** The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

**12. PURCHASES OF EQUIPMENT FOR CASH.** In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate

(in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

**13. MISCELLANEOUS.** This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

**CUSTOMER**

**RICOH USA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## ORDER AGREEMENT

Sale Type :LEASE

<b>Master Maintenance and Sale Agreement Date:</b>	NEW	Sale Type :	LEASE
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BILL TO INFORMATION			
<b>Customer Legal Name:</b> HIDALGO COUNTY DRAINAGE DISTRICT #1			
<b>Address Line 1:</b>	902 N DOOLITTLE RD	<b>Contact:</b>	Ramirez Kanto, Mike
<b>Address Line 2:</b>	DRAINAGE DISTRICT NO 1	<b>Phone:</b>	(956)292-7080x5817
<b>City:</b>	EDINBURG	<b>E-mail:</b>	mike.kanto@hcdd1.org
<b>ST / Zip:</b>	TX/78542-7470	<b>County:</b>	HIDALGO
		<b>Fax:</b>	

ADDITIONAL ORDER INFORMATION	
<b>Check All That Apply:</b>	
<input checked="" type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate)	<input checked="" type="checkbox"/> Fixed Service Charge <input type="checkbox"/> Add to Existing Service Contract # _____
<input type="checkbox"/> PO Included PO# _____	<input checked="" type="checkbox"/> PS Service (Subject to and governed by separate Statement of Work)
<input type="checkbox"/> Syndication	<input type="checkbox"/> IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including by not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. Each party agrees that electronic signatures of the parties on this Order will have the same force and effect as manual signature. Ricoh may accept this Order by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.).

SERVICE INFORMATION		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
36 Months	MONTHLY	MONTHLY

SHIP TO INFORMATION			
<b>Customer Name:</b> HIDALGO COUNTY			
<b>Address Line 1:</b>	902 N DOOLITTLE RD	<b>Contact:</b>	Ramirez Kanto, Mike
<b>Address Line 2:</b>	DRAINAGE DISTRICT NO 1	<b>Phone:</b>	(956)292-7080x5817
<b>City:</b>	EDINBURG	<b>E-mail:</b>	mike.kanto@hcdd1.org
<b>ST / Zip:</b>	TX/78542-7470	<b>County:</b>	HIDALGO
		<b>Fax:</b>	

PRODUCT INFORMATION							
Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH INTERACTIVE WHITEBOARD D6500B W/BUSINESS CONTROLLER	1	Bronze	N/A	N/A	N/A	N/A	\$8.78
RICOH INTERACTIVE WHITEBOARD STAND TYPE 3 BUNDLE	1		N/A	N/A	N/A	N/A	
INTERACTIVE WHITEBOARD REMOTE LICENSE TYPE 1	1		N/A	N/A	N/A	N/A	



## BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

BASIC CONNECTIVITY / PS / IT Services Description	Quantity
IWB STAND ASSEMBLY AND CONNECTIVITY	1
TRAINING HOURS	4

## ORDER TOTALS

Service Type Offerings:	Product Total:	
<b>Gold:</b> Includes all supplies and staples. Excludes paper.	<b>BASIC CONNECTIVITY / PS / IT Services:</b>	
<b>Silver:</b> Includes all supplies. Excludes paper and staples.	<b>Buyout:</b>	
<b>Bronze:</b> Parts and labor only. Excludes paper, staples and supplies.	<b>Grand Total: (Excludes Tax)</b>	
<b>Additional Provisions:</b>		
Per US Communities Contract 4400003732		

<b>Accepted by Customer</b>	<b>Accepted: Ricoh USA, Inc.</b>
Authorized Signature: _____	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____





Ricoh USA, Inc.  
70 Valley Stream Parkway  
Malvern, PA 19355

THIS ADDENDUM (this "Addendum"), dated as of the 17TH day of AUGUST, 2016, is to that certain US Communities Master Lease Agreement no. \_\_\_\_\_ (the "Agreement"), dated as of the 17TH day of AUGUST, 2016, between Ricoh USA, Inc. ("we" or "us") and \_\_\_\_\_ HIDALGO COUNTY DRAINAGE DISTRICT # 1, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. Section 18(b) of the Agreement shall be amended and restated to read as follows:
 

“(b) Non-Appropriation. (i) You intend to remit all Payments and other charges due to us under any Schedule to this Lease Agreement for the entire term of such Schedule if funds are legally available. In the event you are not granted an appropriation of funds at any time during the term for the Product subject to any Schedule to this Lease Agreement and the non-appropriation did not result from an act or omission, then a “Non-Appropriation” shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) at least thirty (30) days prior to the end of your then current fiscal year, or, if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, your chief executive officer (or legal counsel) shall certify in writing that (x) funds have not been appropriated for the fiscal period and (y) such non-appropriation did not result from any act or failure by you, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the “Return Date”), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year; provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.”
2. Section 18(c) of the Agreement is hereby deleted in its entirety.
3. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

**IN WITNESS WHEREOF**, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

**CUSTOMER**

**Ricoh USA, Inc.**

<p>· <b>X</b></p> <p>_____</p> <p><i>Authorized Signature</i> <span style="float: right;">Date</span></p>	<p>_____</p> <p><i>Authorized Signature</i> <span style="float: right;">Date</span></p>
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<p>_____</p> <p>Print Authorized Signer Name <span style="float: right;">Title</span></p>	<p>_____</p> <p>Print Authorized Signer Name <span style="float: right;">Title</span></p>
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# U.S. Communities Master Lease Agreement

Number: \_\_\_\_\_

## CUSTOMER INFORMATION

Full Legal Name <b>HIDALGO COUNTY DRAINAGE DISTRICT # 1</b>			
Address <b>902 N DOOLITTLE RD.</b>			
City <b>EDINBURG</b>	State <b>TX</b>	Zip <b>78542</b>	Contact <b>MIKE RAMIREZ KANTO</b> Telephone Number <b>956-292-7080 X 5817</b>
Federal Tax ID Number <i>(Do Not Insert Social Security Number)</i>	Facsimile Number		E-mail Address <b>MIKE.KANTO@HCDD1.ORG</b>

This U.S. Communities Master Lease Agreement (“Lease Agreement”) has been written in clear, easy to understand English. When we use the words “you”, “your” or “Customer” in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words “we”, “us” or “our” in this Lease Agreement, we mean Ricoh USA, Inc. (“Ricoh”) or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355.

1. **Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the “County”) on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2019, with the option to renew for no more than three (3) years (the “Contract Period”), one year at a time, or any combination thereof (the “Contract”). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a “Schedule”), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as “Product.” The manufacturer of the tangible Product shall be referred to as the “Manufacturer.” To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the “Software.”
  - (b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Ricoh shall use reasonable efforts to assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer may have against Servicer under the Maintenance Agreement.
  - (c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).
  - (d) You also agree that, except (a) as set forth in Section 18 below entitled “State and Local Government Provisions” and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are “net” and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as
2. **Schedules; Delivery and Acceptance.** This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date (“Effective Date”). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
3. **Term; Payments.**
  - (a) The first scheduled Payment (as specified in the applicable Schedule) (“Payment”) will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay \$25.00 for each check returned for insufficient funds or for any other reason.

approved by us will remit payments to us.

4. **Product Location, Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. **Taxes and Fees.** To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. **Liability and Insurance.** You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you

fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.

9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may

be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. Renewal; Return of Product. UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility
15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES

TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT

THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
- (a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
- (b) Non-Appropriation/Non-Substitution. (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up

through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

- (c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

**THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.**

<p><b>CUSTOMER</b></p> <p>By: <b>X</b> _____  <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>	<p><b>Accepted by: RICOH USA, INC.</b></p> <p>By: _____  <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>
--	---

Zimbra

moises.salazar@hcdd1.org

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**RE: Agreements with Ricoh -Lease of a Ricoh D6500 Interactive Whiteboard**

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**From :** Steve Crain <scrain@atlashall.com> Fri, Aug 19, 2016 12:31 PM  
**Subject :** RE: Agreements with Ricoh -Lease of a Ricoh D6500 Interactive Whiteboard 📎 2 attachments  
**To :** 'Moises Salazar' <moises.salazar@hcdd1.org>

The Ricoh documents are OK.

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**From:** Moises Salazar [mailto:moises.salazar@hcdd1.org]  
**Sent:** Thursday, August 18, 2016 5:08 PM  
**To:** Stephen Crain <scrain@atlashall.com>  
**Cc:** Mike Ramirez Kanto <mike.kanto@hcdd1.org>  
**Subject:** Re: Agreements with Ricoh -Lease of a Ricoh D6500 Interactive Whiteboard

Hello Mr. Crain,

We received answers to your concerns in reference to the attached agreement. Confirmation that the District is a member of US Communities is also attached.

For further review, comments and/or approval, please see attached Lease with purchase option agreement.

Appreciate your help.

Thank you.

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**From:** "Mike Ramirez Kanto" <mike.kanto@hcdd1.org>  
**To:** "Moises Salazar" <moises.salazar@hcdd1.org>  
**Sent:** Tuesday, August 9, 2016 10:20:33 AM  
**Subject:** Fwd: Agreements with Ricoh -Lease of a Ricoh D6500 Interactive Whiteboard

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**From:** "Aissa Acevedo" <Aissa.Acevedo@ricoh-usa.com>  
**To:** "Mike Ramirez Kanto" <mike.kanto@hcdd1.org>  
**Sent:** Friday, July 29, 2016 12:19:17 PM  
**Subject:** Re: Fwd: Agreements with Ricoh -Lease of a Ricoh D6500 Interactive Whiteboard

Is the District a member of US Communities?

[Registration is fast, easy and free!](#)

[Get started saving time and money. There are no fees, commitments or order minimums when you register with U.S. Communities. However, you must represent a public agency, educational institution or nonprofit organization.](#)

[Here is the link to register:](#)

<https://www.uscommunities.org/forms/registration/forms/new-user-registration-form/>

**AI -56092**

7.

**DRAINAGE DISTRICT**

Meeting Date: 08/30/2016

Submitted For: Lora Briones

Submitted By: Alvaro Chuc, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

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Information

CAPTION

Request approval of Payment Application No.6 in the amount of \$302,477.27 Texas Cordia Construction Construction L.L.P. pertaining to Construction Contract HCDD-15-009-07-22A Hoehn Road Area Drainage & Road Improvement. PO#627645 which is part of the 2012 Bond Referendum Precinct #4 Rural Drainage Development.

BACKGROUND

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Fiscal Impact

Attachments

56092 - Hoehn Pay App No.6

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	08/26/2016 04:02 PM
Final Approval	Monica Badillo	08/26/2016 05:44 PM
Form Started By: Alvaro Chuc		Started On: 08/26/2016 02:47 PM
Final Approval Date: 08/26/2016		

AUG 19 2016

11:19 AM/PM

BY: [Signature]



APPLICATION FOR PAYMENT NO. 7

To: Hidalgo County Drainage District No. 1 (OWNER)  
From: Texas Cordia Construction, LLC (CONTRACTOR)  
Contract: HCDD1-15-009-07-22A  
Project: Hidalgo County Pct. 4 - Hoehn Road Area Drainage & Road Improvements  
Owner's Contract No. HCDD1-15-009-07-22A Engineer's Project No. \_\_\_\_\_  
For Work accomplished through the date of: July 25, 2016

1. Original Contract Price:	\$	1,078,315.00
2. Net change by Change Order and Written Agreements(+or-):	\$	257,088.00
3. Current Contract Price (1 plus 2):	\$	1,335,403.00
4. Total completed and stored to date:	\$	1,125,544.55
5. Retainage (per Agreement):		
10% of completed Work:	\$	111,786.96
10% of stored material	\$	767.50
Total Retainage:	\$	112,554.46
6. Total completed and stored to date less retainage (4 minus 5)	\$	1,012,990.10
7. Less previous Application for Payments:	\$	945,421.52
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$	67,568.58

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certification for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

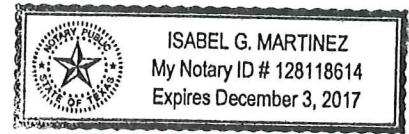
BY: Texas Cordia Construction, LLC

[Signature]

State of Texas  
County of Hidalgo

Subscribed and sworn to before me this 17<sup>th</sup> day of August, 2016

Notary Public [Signature]  
My Commission expires: 12/31/17



CERTIFICATE FOR PAYMENT:

In accordance with Contract Documents, base on on-site observations and the data comprising application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 67,568.58

(Attached explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation sheet are changed to conform to the amount certified)

ENGINEER:

By: [Signature]  
Project Engineer

Date: 8/19/16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

BOARD:

Board of Director's Meeting: \_\_\_\_\_

Ramon Garcia, Chairman of the Board

**AI -56058**

**8.**

**DRAINAGE DISTRICT**

Meeting Date: 08/30/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

- A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services.
- B.) Presentation of scoring grid of the firms graded through the District's "Pool" of pre-qualified Professional Engineers for the purpose of ranking by the HCDD1 Board of Directors in connection with Professional Engineering Services required for Pct. 1 On-Call Construction Material Testing Services.

<b>FIRM NAME:</b>	<b>SCORE:</b>	<b>RANK:</b>
Raba Kistner Consultants, Inc.	96	
Terracon Consultants, Inc.	94	
LNV, Inc.	91	

C.) Pursuant to the Boards approval requesting authority for the Hidalgo County Drainage District No. 1 to negotiate Professional Engineering Services Agreement with the number one ranked firm of \_\_\_\_\_, for the provision of Professional Engineering Services for Pct. 1 On-Call Construction Material Testing Services.

BACKGROUND

Fiscal Impact

Attachments

*No file(s) attached.*

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	08/26/2016 03:04 PM
Final Approval	Monica Badillo	08/26/2016 05:44 PM

Form Started By: Jaime Salazar  
Final Approval Date: 08/26/2016

Started On: 08/25/2016 03:27 PM

**AI -56086**

**9.**

**DRAINAGE DISTRICT**

Meeting Date: 08/30/2016

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

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Information

CAPTION

**2013 BOND SERIES**

A.) Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 1 in the amount of \$9,320.00 from Urban Infrastructure Group, Inc as it relates to additional Engineering Services for Pct. 1-Mile 13 1/2 and FM 1015 area Drainage Improvement Project.

B.) Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 2 in the amount of \$4,800 from Urban Infrastructure Group, Inc. as it relates to additional Survey Services for Pct. 1-Mile 13 1/2 and FM 1015 area Drainage Improvement Project.

BACKGROUND

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Fiscal Impact

Attachments

wa1

wa2

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	08/26/2016 03:04 PM
Final Approval	Monica Badillo	08/26/2016 05:44 PM
Form Started By: Jaime Salazar		Started On: 08/26/2016 01:32 PM
Final Approval Date: 08/26/2016		

**EXHIBIT "F"**

**SUPPLEMENTAL AGREEMENT NO.1  
TO WOK AUTHORIZATION NO. 1**

**THIS SUPPLEMENTAL AGREEMENT No. 1** is made pursuant to the terms and conditions of **Work Authorization No. 1** of the Agreement made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and Urban Infrastructure Group, Inc. hereinafter call the "**Engineer**".

**WITNESSETH**

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the 16th day of February, 2016, concerning **Additional Engineering Services** as described in detail on attached Exhibit "B" for Pct. 1 – Mile13 ½ and 1015 area Drainage Improvement Project (hereinafter referred to as the "**Project**"); and

WHEREAS, **Article 9** of the Agreement, (article title), establishes **Additional Work**; and

WHEREAS, it has become necessary to amend Work Authorization No. 1 to include additional work to revise computer models, design and construction plans.

---

**A. AGREEMENT**

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said Agreement is amended as follows:

- I. Article 9 of the Agreement, (article title), is revised to  
Include Exhibit F Supplemental Agreement No. 1 to Work Authorization No. 1

For a total amount of \$9,320.00. All fees and cost increase to \$57,271.56.

---

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the **Engineer** and the **Owner** have caused this Supplemental Agreement No. 1 to the Agreement for Additional Engineering Services to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ENGINEER:**  
URBAN INFRASTRUCTURE GROUP, INC.

**OWNER:**  
HIDALGO COUNTRY DRAINAGE DISTRIC No. 1

**BY:** \_\_\_\_\_  
Craig A. Gonzalez, P.E.

**BY:** \_\_\_\_\_  
Ramon Garcia, Chairman

**ATTACHMENTS:**

- EXHIBIT A** -Scope of Services to be provided by the **Owner**  
**EXHIBIT B** -Scope of Services to be provided by the **Engineer**  
**EXHIBIT C** -Work Schedule  
**EXHIBIT D** -**Engineer's** Rates  
**EXHIBIT E** -Work Authorization Form  
**EXHIBIT F** - Supplemental Agreement

Approved as to form:  
ATLAS, HALL & RODRIGUEZ, L.L.P.

**BY:** \_\_\_\_\_  
Stephen L. Crain

## EXHIBIT "A"

### Services to be provided by the Owner

The following provides an outline of the services to be provided by the OWNER in the development of the "Project".

The OWNER will provide to the ENGINEER the following:

- (1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the ENGINEER, and accepted by the OWNER in accordance with Section 6 of the Agreement.
- (3) Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.
- (4) Provide any available relevant data the OWNER may have on file concerning the "Project".
- (5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "\_\_\_" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.
- (7) Assist the ENGINEER in the preparation of the "Project" mailing list; provide representation, a site and stenographer for all public meetings; additionally:

#### *Public Meetings*

- (a) Approve agenda and all exhibits prior to public meeting;
  - (b) Approve date and location of the meeting; and
  - (c) Review/approve Public Meeting Report
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "\_\_\_" of the Agreement.
  - (9) Review and approve the "Project" design criteria.
  - (10) Review and approve change orders as required and prepared by the ENGINEER.

**Exhibit “B” – Scope of Services**

**Services to be provided by Engineer**

ENGINEER will modify the hydrologic and hydraulic calculations for new proposed route connecting Ditch 4E2A with Ditch 4E. ENGINEER will revise construction plans to show new proposed route with proposed bore under FM 1015 at Mile 13.5 N thence to Ditch 4E2A, thence to new proposed drainage pipe to run south to Ditch 4E. ENGINEER will revise construction plans to show improvements to the north side ROW ditch in Mile 13.5 draining to the west and into Ditch 10.

EXHIBIT C - WORK AUTHORIZATION NO. 1

COST BREAKDOWN - SUPPLEMENTAL SERVICES

Mile 13 1/2 and 1015 Area Drainage Improvements

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1



407 N. SALINAS BLVD.  
PO BOX 729  
DONNA, TEXAS 78537  
(956) 464-4710

TBPE FIRM NO. F-13094 WWW.UIGTEXAS.COM

Suplimental Tasks	Principal Hours	Principal Cost	PE Hours	PE Cost	Asst. Eng.	Asst. Eng. Cost	CADD Hours	CADD Cost	Admin Hours	Admin Cost	Total Cost
1 Plan Revisions Changes to FM 1015 and Mile 13.5		\$ -	48	\$ 5,760.00		\$ -	40	\$ 2,600.00		\$ -	\$ 8,360.00
2 Revisions to Hydrologic and Hydraulic Models		\$ -	8	\$ 960.00		\$ -		\$ -		\$ -	\$ 960.00
Total Supplemental to WA No. 1	0	\$ -	56	\$ 6,720.00	0	\$ -	40	\$ 2,600.00		\$ -	\$ 9,320.00

	Hourly Rate	Total Manhours
Principal	\$150	0
Professional Engineer	\$120	56
Assistant Engineer	\$95	0
CAD Desiner	\$65	40
Administrative Assistant	\$45	0
Total		96

**EXHIBIT "F"**

**SUPPLEMENTAL AGREEMENT NO.1  
TO WOK AUTHORIZATION NO. 2**

**THIS SUPPLEMENTAL AGREEMENT No. 1** is made pursuant to the terms and conditions of **Work Authorization No. 2** of the Agreement made by and between Hidalgo County Drainage District No. 1, hereinafter called the "**Owner**", and Urban Infrastructure Group, Inc. hereinafter call the "**Engineer**".

**WITNESSETH**

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the 16th day of February, 2016, concerning **Additional Surveying Services** as described in detail on attached Exhibit "B" for Pct. 1 – Mile 13 ½ and 1015 area Drainage Improvement Project (hereinafter referred to as the "**Project**"); and

WHEREAS, **Article 9** of the Agreement, (article title), establishes **Additional Work**; and

WHEREAS, it has become necessary to amend Work Authorization No. 2 to include additional work to include services to assist in new easement acquisition.

---

**A. AGREEMENT**

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said Agreement is amended as follows:

- I. Article 9 of the Agreement, (article title), is revised to  
Include Exhibit F Supplemental Agreement No. 1 to Work Authorization No. 2

For a total amount of \$4,800. All fees and cost increase to \$11,120.00.

---

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the **Engineer** and the **Owner** have caused this Supplemental Agreement No. 1 to the Agreement for Additional Surveying Services to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ENGINEER:**  
URBAN INFRASTRUCTURE GROUP, INC.

**OWNER:**  
HIDALGO COUNTRY DRAINAGE DISTRICT No. 1

**BY:** \_\_\_\_\_  
Craig A. Gonzalez, P.E.

**BY:** \_\_\_\_\_  
Ramon Garcia, Chairman

**ATTACHMENTS:**

- EXHIBIT A** -Scope of Services to be provided by the **Owner**
- EXHIBIT B** -Scope of Services to be provided by the **Engineer**
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -**Engineer's** Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** - Supplemental Agreement

Approved as to form:  
ATLAS, HALL & RODRIGUEZ, L.L.P.

**BY:** \_\_\_\_\_  
Stephen L. Crain

## EXHIBIT "A"

### Services to be provided by the Owner

The following provides an outline of the services to be provided by the OWNER in the development of the "Project".

The OWNER will provide to the ENGINEER the following:

- (1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the ENGINEER, and accepted by the OWNER in accordance with Section 6 of the Agreement.
- (3) Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.
- (4) Provide any available relevant data the OWNER may have on file concerning the "Project".
- (5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "\_\_\_" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.
- (7) Assist the ENGINEER in the preparation of the "Project" mailing list; provide representation, a site and stenographer for all public meetings; additionally:

#### *Public Meetings*

- (a) Approve agenda and all exhibits prior to public meeting;
  - (b) Approve date and location of the meeting; and
  - (c) Review/approve Public Meeting Report
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "\_\_\_" of the Agreement.
  - (9) Review and approve the "Project" design criteria.
  - (10) Review and approve change orders as required and prepared by the ENGINEER.

Project: Mile 13 ½ and FM 1015 Area Drainage Improvement Project  
Supplemental No. 1 to Work Authorization No. 2

## **Exhibit “B” – Scope of Services**

### **Services to be provided by Engineer**

This scope of services is a supplemental to Work Authorization No. 1. The ENGINEER will provide assistance in acquiring a new approximately 1,260 LF by 20' wide easement dedicated to the Hidalgo County Drainage District No. 1. In addition, the ENGINEER will assist in acquiring a temporary construction easement approximately 1,260 LF by 30' wide to provide space for construction of proposed new drainage pipe.

EXHIBIT C - WORK AUTHORIZATION NO. 2

COST BREAKDOWN - SUPPLEMENTAL SERVICES

Mile 13 1/2 and 1015 Area Drainage Improvements

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1



407 N. SALINAS BLVD.  
PO BOX 729  
DONNA, TEXAS 78537  
(956) 464-4710

TBPE FIRM NO. F-13094 WWW.UIGTEXAS.COM

Suplimental Tasks	Principal Hours	Principal Cost	PE Hours	PE Cost	Asst. Eng.	Asst. Eng. Cost	CADD Hours	CADD Cost	Subconsultant Cost	Total Cost
1 Easement Acquisition	12	\$ 1,800.00		\$ -		\$ -		\$ -	\$ 3,000.00	\$ 4,800.00
Total Supplemental No. 1 to WA No. 2	12	\$ 1,800.00	0	\$ -	0	\$ -	0	\$ -	\$ 3,000.00	\$ 4,800.00

	Hourly Rate	Total Manhours
Principal	\$150	12
Professional Engineer	\$120	0
Assistant Engineer	\$95	0
CAD Desiner	\$65	0
Administrative Assistant	\$45	0
Total		12

**AI -56069**

**10. C.**

**DRAINAGE DISTRICT**

**Meeting Date:** 08/30/2016

**Submitted By:** Monica Badillo,  
EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County Drainage District No. 1

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

Form Started By: Monica Badillo  
Final Approval Date: 08/25/2016

Started On: 08/25/2016 04:59 PM

**AI -56073**

**10. D.**

**DRAINAGE DISTRICT**

Meeting Date: 08/30/2016

Submitted By: Monica Badillo,  
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

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Information

CAPTION

Claim of Rodolfo Garza III, Rodolfo Garza, Jr. Maria S. Garza et al v. Hidalgo County

BACKGROUND

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Fiscal Impact

Attachments

*No file(s) attached.*

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	08/26/2016 08:01 AM
Final Approval	Monica Badillo	08/26/2016 05:44 PM
Form Started By: Monica Badillo		Started On: 08/25/2016 05:02 PM
Final Approval Date: 08/26/2016		

**AI -56070**

**11. C.**

**DRAINAGE DISTRICT**

**Meeting Date:** 08/30/2016

**Submitted By:** Monica Badillo,  
EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County  
Drainage District No. 1

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

Form Started By: Monica Badillo  
Final Approval Date: 08/25/2016

Started On: 08/25/2016 04:59 PM

**AI -56074**

**11. D.**

**DRAINAGE DISTRICT**

Meeting Date: 08/30/2016

Submitted By: Monica Badillo,  
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

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Information

CAPTION

Claim of Rodolfo Garza III, Rodolfo Garza, Jr. Maria S. Garza et al v. Hidalgo County

BACKGROUND

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Fiscal Impact

Attachments

*No file(s) attached.*

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	08/26/2016 08:01 AM
Final Approval	Monica Badillo	08/26/2016 05:44 PM
Form Started By: Monica Badillo		Started On: 08/25/2016 05:03 PM
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