



PURCHASING DEPARTMENT
County Of Hidalgo

May 29, 2009

Scott G. Fausto, Vice President of Direct Sales
LANDATA TECHNOLOGIES, INC.
5730 North West Parkway #100
San Antonio, Texas 78249

Via facsimile (210) 366-3058
Email SFAUSTO@landata.com

Re: Extension "Sixty(60)Day" - "Data Warehousing of Hidalgo County Commissioner's Court Minutes" - Hidalgo County Clerk-C-06-371-06-12

Dear Mr. Fausto:

Commissioners' Court will take applicable action (**Tuesday, June 9, 2009**) in connection with the Hidalgo County's option to exercise the **sixty (60) day grace period** for the current contract in place while procurement process is completed. (**Commencing, June 12, 2009 - Expiring, August 11, 2009**) or (**upon completion of the procurement process which ever comes first**) under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, June 02, 2009, attn: Leticia Saenz, Contracts Mgr. to facsimile (956) 318-2629 or via email leticia.saenz@co.hidalgo.tx.us.

By: _____

Date: 6/3/09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: File

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

3. This Contract shall be for a period of Thirty Six (36) Months, or Three (3) Years commencing **JUNE 12, 2006** and may be extended at the sole discretion of the County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

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

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

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

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

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

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

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

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

If to Company: **Landata Technologies, Inc.**
 Attn: Alan Cellura, President/CEO
 5730 Northwest Parkway #100
 San Antonio, Texas 78249

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

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

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

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

17. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

Approved by Commissioners Court on June 12, 2006.

APPROVED AS TO FORM:

By: Atlas & Hall, LLP
[Signature]
Atlas & Hall, LLP

Date: 12-1-06

COUNTY OF HIDALGO

By: [Signature]
Ramon Garcia, County Judge

Date: 12-4-06

ATTEST:

Eddy Trevino [Signature]
Eddy Trevino, Acting County Clerk

Date: _____

Approved by Commissioners' Court
on 6-12-06 ah

COMPANY: Landata Technologies, Inc.

By: [Signature]
Printed Name: ALAN COLLUM
Title: PRESIDENT

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT A
LANDATA TECHNOLOGIES, INC.
Internet Data Warehousing /Disaster Recovery Agreement

LTI will maintain an Internet web page to support ability for the Customer to make available Customer documents.

1. LTI Internet Data Warehousing and Disaster Recovery Product Overview:

Landata Technologies, Inc. (LTI) has developed a comprehensive solution for Customers across the nation combining state-of-the-art hardware and software technology to support disaster recovery, access to document images and index data over the Internet as part of our Data Warehousing Initiative.

a. INTERNET ACCESS, DISASTER RECOVERY, SECURE STORAGE OF ELECTRONIC DATA

To support public access over the Internet to the warehoused index data and document images, the LTI Internet Development Team has custom designed a web site based on specifications provided by the Customer. The site will support viewing, printing and/or downloading of document images as specified by the Customer.

The basis of the LANDATA Data Warehousing initiative is to offer secure, offsite storage and scheduled updating of the index and document image data maintained by the Customer. As part of this service, LTI allocates a dedicated portion of server storage in the LTI Internet Data Center (IDC) for on-line document image and index data that is generated and maintained in the Customer's office. An "automated process" will facilitate transfer of updates from the Customer's database to the database maintained in the IDC in order to maintain a duplicate copy of the information processed by the Customer.

All information warehoused on behalf of our Customer business partners is the property of the Customer and, as such, is not sold or utilized in any manner not explicitly authorized by the Customer.

b. VALUE ADDED SERVICES

As part of the Data Warehousing Initiative, LTI will provide help desk support and updates to the web site for the life of the contract. The highly trained LTI help desk staff will answer all questions regarding the Internet site thus eliminating the need for the Customer's personnel to provide this function. This service significantly reduces the cost and burden on the recorder compared to an in-house solution.

2. FINANCIAL TERMS

The cost to the Customer to maintain LANDATA's Data Warehousing Program is as follows:

- i. Monthly maintenance fee of \$2,100.00.
- ii. Customer will obtain and pay costs for a business DSL Internet connection (or better) through the term of this contract.
- iii. Customer will maintain a CISCO PIX 506e firewall/VPN server or work with LTI to maintain an "automated process" to facilitate transfer of updates from the Customer's database to the database maintained in the IDC in order to maintain a duplicate copy of the information processed by the Customer.
- iv. Customer will receive the following capabilities from LTI's facility:
 - 800 # support from 8 am to 5:00 pm
 - On-going web-site support

3. Contract Term

- a. This agreement is valid for 36 consecutive months from contract date.

4. Additions.

- a. Additional products and services including but not limited to hardware, software, electronic filing, support, programming, conversion, Data Warehousing and data entry (indexing) services may be licensed or obtained by referencing this Agreement, and by the execution of an addendum specifying the product to be licensed, service to be provided and the prices therefore. Moreover, any agency, authority, or elected office of HIDALGO County may procure products, licensing and services under this Agreement.

5. Indemnity and Limitations.

- a. Indemnification. In addition to any other indemnification provided herein, LTI and Customer shall indemnify, defend, and hold harmless the other and its affiliates and subsidiaries and their respective officers, employees, agents, successors and assigns from and against any and all losses, damages, costs, expenses, or liabilities, including but not limited to, reasonable attorney's fees and court costs to which the non-breaching Party may be subject resulting from the failure of the breaching Party to perform or observe any material covenant, term, or condition of this Agreement or the material breach by the breaching Partner of any representation or warranty made by it in this Agreement.
- b. Third Party Claims. It is the understanding of LTI and Customer that neither party shall indemnify the other Partner for any third party claims.
- c. Limitations. LTI OR CUSTOMER NOR ANY OF THEIR AFFILIATES, SUBSIDIARIES, OR PARENT CORPORATIONS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES.

EXHIBIT A
LANDATA MINUTES MINDER
SOFTWARE MAINTENANCE/SUPPORT AGREEMENT

This Agreement entered into as of this 12TH day of JUNE, 2006 by and between **LANDATA TECHNOLOGIES, INC.** ("Licensor") having its principal place of business at 5730 Northwest Parkway, Suite 100, San Antonio, Texas 78249, and HIDALGO COUNTY ("Customer"), whose principal place of business is: 100 NORTH CLOSER, EDINBURG, TEXAS 78539.

WHEREAS, Licensor and Customer have entered into a certain license agreement (the "License Agreement") pursuant to which Licensor agrees to license to Customer certain **LANDATA E-STAR PLUS™** software (the "Software"); and

WHEREAS, Licensor desires to maintain, and Customer desires to obtain maintenance of, the Software on the terms and conditions hereinafter provided:

1. Maintenance Services

The maintenance services to be provided hereunder (the "Maintenance Services") shall consist of: (a) technical assistance in operations and maintenance for Software provided by Licensor to Customer relating to the System or enhancements thereto (software updates, debugging, etc.), for the term of this contract; and (b) distribution by Licensor to Customer at no charge of minor enhancements to the Software which may be developed from time to time by Licensor. Install/training and expenses (expenses to include, travel, meals, lodging, long distance, etc.) of these enhancements are billable.

2. Customer Requirement for Remote Support

Customer agrees that prior to system installation date, it will supply a CISCO PIX 506E (or compatible) firewall/VPN Server and a minimum 512 KB Internet connection for the purposes of the Licensor providing remote software maintenance services.

3. Enhancements

During the Term of this Agreement, Customer may be offered corrections, small enhancements and bug fixes of and to the Software. Should Licensor make corrections and small enhancements to the Software, these enhancements will be made available, at Licensor's sole option, to Customer as a part of support at no additional charge. Should, however, Licensor add commercially significant new features or functions to Software that are substantially different from the current functions, Licensor reserves the right to offer a new license for such features and/or functions at additional licensing fees. Customer is free to elect or decline any offer by Licensor of such new features and/or functions. Except as provided in Paragraph 1 hereof, nothing in this Agreement required Licensor to make any correction, enhancement or bug fix to Software. The parties agree that distinctions among "corrections," "small, minor and major

enhancements" and "new functions" are now, and shall be during the course of performance of this Agreement, made in the sole and exclusive discretion of Licensor.

4. Maintenance Fees

During the term commencing upon system installation, and continuing for three years thereafter, Licensor shall provide Maintenance Services to Customer for an annual fee of \$3,600.00 (plus applicable sales tax), which fee shall be payable annually in advance. At least thirty (30) days prior to the expiration date (Anniversary Date) of this contract, Licensor shall notify Customer of the annual maintenance fee to be charged by the Licensor for the next succeeding year, whereupon, unless Customer notifies Licensor in writing that this Agreement shall terminate on the Anniversary Date, this Agreement shall be extended and renewed for an additional period of one year at the annual fee so specified by the Licensor.

5. Incident Support

Incident Support encompasses any software services provided to the Customer for "non-bug" related support.

6. Incident Support Fees

Customer Support is billable at \$ 150.00 per hour, 1/4-hour minimum, 1/4-hour increments. *(Note: LTI support staff will have discretion in determining whether an Incident Support call is or is not billable.)*

7. Additional Services

At the request of the Customer, and with the consent of the Licensor, Licensor may also provide additional technical, operational or other assistance or consulting to Customer outside the scope of services in excess of the amount included as the Maintenance Services at Licensor's standard hourly rates then in effect.

8. Additions.

Additional products and services including but not limited to hardware, software, electronic filing, support, programming, conversion, Data Warehousing and data entry (indexing) services may be licensed or obtained by referencing this Agreement, and by the execution of an addendum specifying the product to be licensed, service to be provided and the prices therefore. Moreover, any agency, authority, or elected office of HIDALGO County may procure products, licensing and services under this Agreement.

8. Conditions

The termination of the License Agreement, or of the license granted therein, shall automatically result in the termination of this Agreement. LICENSOR MAKES NO WARRANTY, EXPRESS

OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OF ANY KIND WHATSOEVER, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED BY LICENSOR AND WAIVED BY CUSTOMER. LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT LICENSOR'S MAXIMUM LIABILITY TO CUSTOMER HEREUNDER SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY THE CUSTOMER TO LICENSOR HEREUNDER DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS.

EXHIBIT "B"
VENDOR'S BID PRICE

EXHIBIT B
DATA WAREHOUSING AND MINUTES MINDER MAINTENANCE
SERVICE FEES


Description	Qty	Unit Price	Extended Price
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DATA WAREHOUSING OF HIDALGO COUNTY COMMISSIONER COURT MINUTES

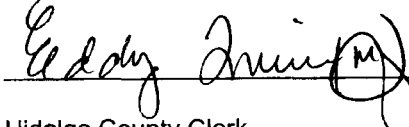
Monthly Data Warehousing fee	36	\$2,100.00	\$75,600.00
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Additional Services	Qty	Unit Price	Extended Price
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Software			
Minutes Minder Software Maintenance			
Production User license	36	\$150.00	\$5,400.00
2nd license	36	\$150.00	\$5,400.00
TOTAL MAINTENANCE		\$300.00	\$10,800.00



 Alan Ceyura
 President and CEO
 Date: 12/11/06



 Hidalgo County Clerk
 Date: _____

EXHIBIT "C"
INSURANCE CERTIFICATE

4. **Requesting approval to utilize YORK International Corporation's TXMAS Contract 5-03FAC020 through our membership/participation with Texas Building & Procurement Commission as an additional resource (on an AS NEEDED BASIS) for the acquisition of air conditioning related products including installations as titled under TBPC contract as facilities maintenance and management**

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

F. HIDALGO COUNTY CLERK'S OFFICE-

1. **Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (C) for: "Data Warehousing of Hidalgo County Commissioner's Court Minutes" with Land Data Technologies, Inc. for Hidalgo County Clerk's Office**

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

2. **Requesting approval of a Service Agreement for: "Data Warehousing of Hidalgo County Commissioners' Court Minutes" for Hidalgo County Clerk's Office with Land Data Technologies, Inc. a Catalogue Information Systems Vendor(CISV), through the resolution with the State Texas, under the TBPC**

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

3. **Presentation for discussion, consideration, acceptance, and approval of request for payment for Invoices as follows:**

DATE	INVOICE NO.	AMOUNT DUE
02/05/06	039313	\$ 2,400.00
03/05/06	039366	\$ 2,400.00
04/05/06	039424	\$ 2,400.00
05/05/06	039485	\$ 2,400.00
TOTAL DUE		\$ 9,600.00

for services rendered after expiration of extension term (12/24/02-12/24/05), from Landata Technologies, Inc., contracted firm for "Data Warehousing of Hidalgo County Commissioner's Court Minutes"

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/27/2006

PRODUCER
JOHN L. WORTHAM & SON, L.P.
P.O. BOX 1388
HOUSTON, TEXAS 77251-1388

052102-315-3 ecb - hpeacock

INSURED
LANDATA TECHNOLOGIES, INC.
5730 NORTHWEST PARKWAY, SUITE 100
SAN ANTONIO, TX 78249

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Federal Insurance Company
INSURER B: Great Northern Insurance Company
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	35388591	12/31/2006	12/31/2007	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ INCLUDED MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ SEE BELOW
A	AUTOMOBILE LIABILITY	73264866 (VA)	12/31/2006	12/31/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73264868 (O/S)	12/31/2006	12/31/2007	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	71654821 (O/S)	12/31/2006	12/31/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER	71705137 (MA, WI)	12/31/2006	12/31/2007	

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

PRODUCTS-COMP/OP AGG. INCLUDED IN GENERAL AGG.

HIDALGO COUNTY IS INCLUDED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY AND AUTO LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

HIDALGO CO. PURCHASING DEPARTMENT
ATTN: MARY MALDONADO - FAX #956-318-3629
100 E. CANO, 5TH FLOOR
EDINBURG, TX 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION (BELOW & SEE REVERSE)

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
John L. Wortham & Son L.P.