

c. Authority for the Purchasing Department to negotiate a professional Title Services Contract with the No.1 ranked firm of Valley Land & Title for the provision of Title Company Related Services for Precinct No 4 Projects.

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote to approve with the #1 ranked firm.

F. HIDTA

- 1. AI-18066 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for Title Company Related Services;**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote to approve the exemption.

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Title Companies in connection with professional Title Company Related Services required for Hidalgo County (HIDTA) Task Force;

1st. Valley Land Title @ 90 ;2nd. Edwards Abstract @ 50 ;3rd. Sierra Title @ 40 ;

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote to approve the rankings.

c. Authority for the Purchasing Department to negotiate a professional Title Company Related Services Contract with the No.1 ranked firm of Valley Land Title for the provision of Title Company Related Services for Hidalgo County (HIDTA) Task Force.

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote to approve with the #1 ranked firm.

G. District Clerk

- 1. AI-18051 Acceptance and approval of proposal submitted by current awarded vendor "ACS Government Systems, Inc. (C-08-302-01-06) for an "ACS Juror-InfoScan Module" and as part of the original response submitted by vendor as an optional feature if required in connection with the "Purchase Of New Jury Software" Project in an amount not to exceed as follows:**

ACS InfoScan Imaging Solution (1st) year cost: \$32,762.00

ACS InfoScan Documents-\$6,060.00

Total Cost: \$38,822.00

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote to approve.

AI-18051**21.G.1.****ACS GOVERNMENT SYSTEMS INC. (C-08-302-01-06)****CC REGULAR****Date:** 10/20/2009**Submitted By:** Vangie Garcia, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Purchasing only:** District Clerk**Information****CAPTION**

Acceptance and approval of proposal submitted by current awarded vendor "ACS Government Systems, Inc. (C-08-302-01-06) for an "ACS Juror-InfoScan Module" and as part of the original response submitted by vendor as an optional feature if required in connection with the "Purchase Of New Jury Software" Project in an amount not to exceed as follows:

ACS InfoScan Imaging Solution (1st) year cost: \$32,762.00

ACS InfoScan Documents-\$6,060.00

Total Cost: \$38,822.00

BACKGROUND

Travel costs not included and will be billed as incurred (vendor is required to follow Hidalgo County's Travel Policies) as stipulated in the request for their "Best And Final Offer" of Exhibit B-Bid Page of the contract.

The ACS Juror InfoScan Module's cost was not included with original proposal but was included as an optional feature in case it was determined throughout their service that this would indeed be a necessity.

Fiscal Impact**FISCAL YEAR:** 2009**ACCT. #:** 9-1100-412-00-090-001-0-336**FUNDS AVAILABLE Y/N?:** N/Pending**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

At this time, the department will be purchasing only the 1st proposal - ACS InfoScan Imaging Solution, in the amount of \$32,762.00 due to insufficient funds. The 2nd proposal in the amount of \$6,060.00, for the purchase of ACS InforScan Documents will be procured in 2010.

Amount available for req #164404, \$27,544.77 for ACS as of 10/16/09. Additional funding pending intradepartmental transfer, refer to AI-18086.

AttachmentsLink: [Contract Documentation](#)

Link: [Original Optional Feature](#)

Link: [Proposal Documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/16/2009 11:03 AM	APRV
2	Budget & Management	Erika Zamora	10/16/2009 11:20 AM	APRV
3	Sylvia Solis	Sylvia Solis	10/16/2009 04:23 PM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Vangie Garcia Started On: 10/15/2009 11:40 AM
Final Approval Date: 10/16/2009

County of Hidalgo, Texas

Purchase of New Jury Software

RFP No: 2008-302-11-19-OTM

- **Through local policy, users may use special selection criteria for panel development if desired such as "pre-screening" the jury pool for time or case conflicts**

Response:

ACS Juror Core system provides this functionality

- **Anonymous juror case reports available, seating charts or other courtroom documents as needed**

Response:

ACS Juror Core system provides this functionality

Capturing of juror related statistics:

- **Fully integrated database report generation tool to provide standardize statistical reports and/or custom reports development as needed**

Response:

ACS Juror Core system provides this functionality, as well, the ACS Juror Core system supports ad-hoc reporting tools such as Crystal Reports.

Automated payroll capabilities:

- **Payroll may be run at any time**

Response:

ACS Juror Core system provides this functionality

- **Pay information can be designed for processing checks, cash or electronic interface for outside agencies**

Response:

ACS Juror Core system provides this functionality

- **Provides various hard copy reports**

Response:

ACS Juror Core system provides this functionality

Optional features using advanced technologies:

- **Imaging Solution**

Response:

ACS Infoscan provides this functionality, for more detail, please see the System Description Section.

ACS InfoScan (Pricing available upon request)

Processing juror questionnaires and sorting juror information cards can be a laborious task. With ACS InfoScan, you can reduce the time it takes to process these forms. Through a strategic partnership with Scantron, ACS offers the ACS Juror InfoScan system, which not only speeds up, but revolutionizes, the way juror qualification questionnaires are processed.

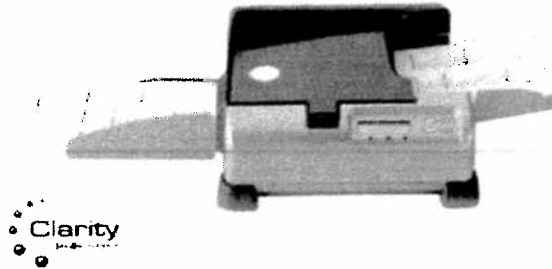
Using this state-of-the-art solution, your organization can eliminate the massive data entry required by this stage of the jury management process. Prospective jurors complete jury summons and juror information card, marking answers with a No. 2 pencil or an ink pen and filling in circles on the questionnaire section that can be scanned to process responses automatically.

ACS Juror InfoScan provides an unstaffed means of processing returned juror summonses, updating the ACS Juror database, and automatically disqualifying prospective jurors for service based on the Court's pre-established guidelines. The system scans and stores the image, and "reads" the form, interpreting the data and automatically recording the results to the database, making it possible for your staff to save time and focus on other important projects.

Additionally, the images of the juror information cards are indexed and associated with the juror so that they can be printed three to a page based on the panel, eliminating the need to sort and copy the cards.

The use of the ACS Juror InfoScan system and scanners being proposed can be expanded in the future should the Court identify other opportunities to utilize document imaging to improve efficiencies.

SCANTRON



ACS Juror – InfoScan Module

Processing juror questionnaires and sorting juror information cards can be a laborious task. With ACS Infoscan, you can reduce the time it takes to process these forms. Through a strategic partnership with Scantron, ACS offers the ACS Juror InfoScan system, which not only speeds up, but revolutionizes, the way juror qualification questionnaires are processed.

Using this state-of-the-art solution, your organization can eliminate the massive data entry required by this stage of the jury management process. Prospective jurors complete jury questionnaires that are then scanned to process responses automatically, harvest applicable data, and store an image of the document.

ACS Juror InfoScan provides an unstaffed means of processing returned juror summonses, updating the ACS Juror database, and automatically disqualifying prospective jurors for service based on the Court's pre-established guidelines. The system scans and stores the image, and "reads" the form, interpreting the data and automatically recording the results to the database, making it possible for your staff to save time and focus on other important projects. Additional forms such as doctor's letters, employment letters, etc., can also be imaged and stored to the juror's records.

Additionally, the images of the documents are indexed and associated with the juror so that they can be printed three to a page based on the panel, eliminating the need to sort and copy the cards.

The use of the ACS Juror Infoscan system and scanners being proposed can be expanded in the future should the Court identify other opportunities to utilize document imaging to improve efficiencies.

SOFTWARE

Cognition software provides the capability to capture OMR data as well as image documents for verification, storage and retrieval. Please note that pricing is included for a Workstation solution.

HARDWARE

This proposal includes pricing for the iNSIGHT 20 dual sided Imaging/OMR Scanner. The iNSIGHT scanner is a desktop scanner that has the capability to collect data written in pen or ink. Along with the OMR data capture function this scanner offers the capability to image clip handwritten data such as "remarks" and save them as jpegs or a .tiff file then they can be appended to a report.

PRICING

This proposal includes pricing for a combined software and hardware solution for the Hidalgo County, TX to process Jury Summonses as well as related services. This proposal is based upon Hidalgo County Court's objectives to automate their data collection using an OMR and Imaging data collection process.

ACS InfoScan Solution Detailed Pricing

ACS InfoScan	Proposed Price
ACS InfoScan Imaging Solution	
Professional Services: Scripting Image Processing, Mapping, Report Layout, Upload Processing	\$8,200
Professional Services: Training	\$6,000
ScanTron Cognition Professional Imaging Software (1 unit)	\$10,372
ScanTron iNSIGHT 20 high-speed scanner (2 units)	\$4,990
Product Support & Enhancement Program (First-Year Fees)	\$3,200
Total 1st Year Costs – ACS InfoScan	\$32,762

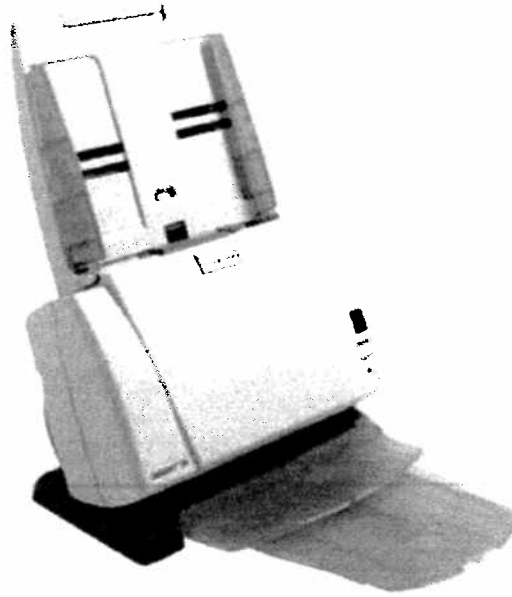
ACS InfoScan	Proposed Price
ACS InfoScan Documents	
Form Design	\$1,500
Form Cost (Jury Summons/Questionnaire) 40,000 forms	\$4,560
Freight	included
Total Costs – ACS InfoScan Forms	\$6,060

1. Travel costs not included and will be billed as incurred

iNSIGHT™20
Document Scanner

System Solutions

SCANTRON



The Next Step In The Evolution

The iNSIGHT™ 20 from Scantron® is a compact, affordable desktop model scanner that combines document imaging technology along with the proven data collection capabilities and accuracy of optical mark recognition (OMR). The iNSIGHT 20 is an industry exclusive scanner. Scantron applied over fifty years of engineering, forms design, applications development and customer support experience to ensure our customers' success. Whenever you need a reasonably priced and compact scanner that has the accuracy of OMR and the productivity and flexibility of Document Imaging, the iNSIGHT 20 is the right solution for you.

Meeting Your Document Imaging and OMR Needs

Due to its unique blend of capabilities, the iNSIGHT 20 is well priced and perfectly positioned to address applications such as testing, surveys attendance, grading, student portfolios, personnel records, archival, and general back file conversions. Depending on your requirements and budget, Scantron can meet the needs of your application. For higher-volume processing needs, Scantron also offers the iNSIGHT 30, which also combines full document imaging with the accuracy of OMR.



Data Collection

Data Collection is the process of reading marks from a printed form (e.g. tests, surveys, ballots, etc.) and converting it to ASCII data. The iNSIGHT 20 accurately scans the form for data while our ScanTools Plus™ software controls the scanning process and stores the data that is read. The scanner and software work together reading up to 1,800 sheets per hour.

The iNSIGHT 20 scanner can read written marks (such as bubbles, check marks, tick marks) and bar codes. The scanner, working with ScanTools Plus software, can also scan grayscale images for digital storage. In addition, the iNSIGHT 20 can read machine print and handprint using RealTime Character Recognition software (available separately).

Outstanding Accuracy

Data Collection Features

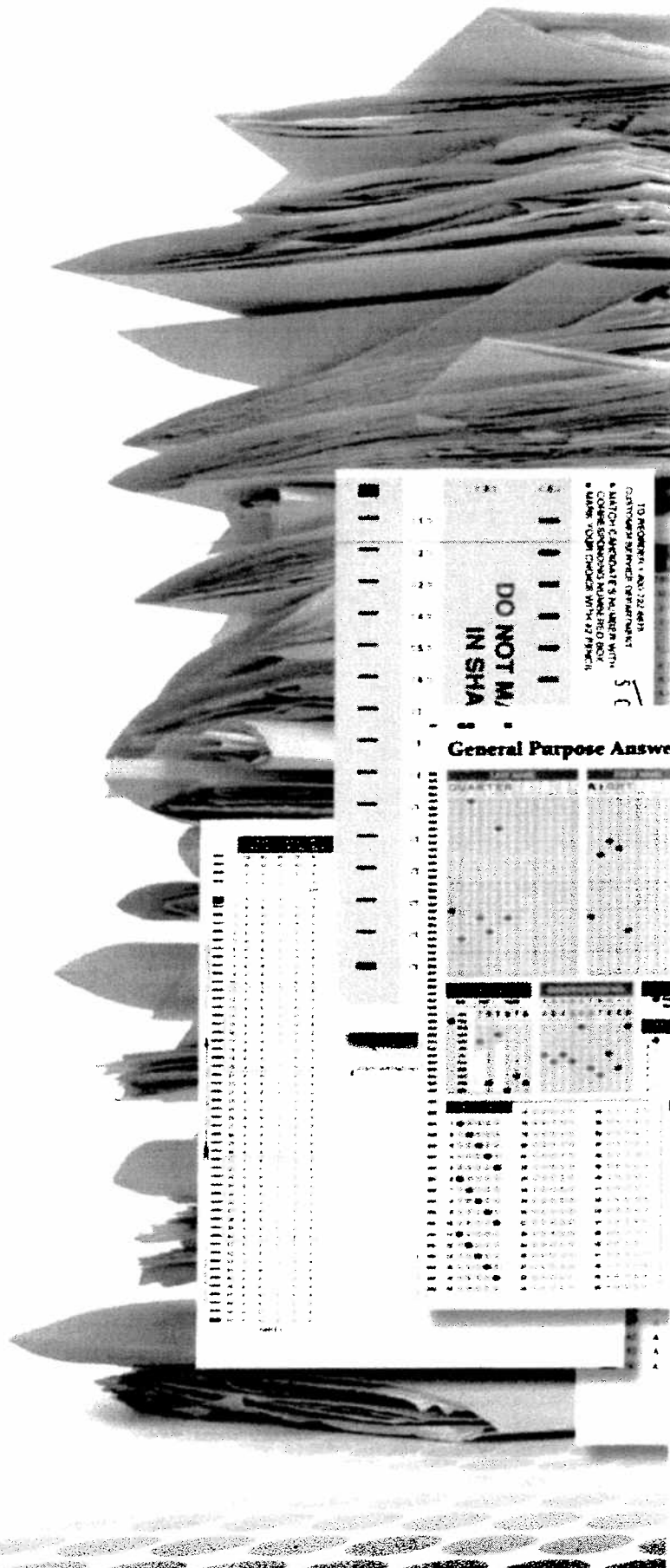
- Includes ScanTools Plus data collection software
- Provides 8-bit, 256 grayscale levels and 200 dpi images
- Ink and pencil mark detection
- Allows you to capture, name and archive image clips (TIFF, JPEG)
- Software recognized bar code
- Processes machine and hand print data with the optional RealTime Character Recognition utilizing NestorReader software
- Maintains software compatibility with existing ScanTools applications

Document Imaging

Document imaging is the process of scanning paper documents, converting them to digital images. We know that the documents you work with aren't always the perfect size, shape or quality for scanning; that is what makes the iNSIGHT 20 perfect for your scanning needs.

This scanner can effortlessly handle sheets of multiple sizes and thickness in a single batch; from small card stock to long print-outs. After scanning, with one-click you can select the format of the scanned image, the resolution, the file type, and the destination of the resulting file using the Click&Scan software.

In document imaging mode, the iNSIGHT 20 scanner with Click&Scan software, can scan up to 1,800 two-sided black&white, grayscale and color images at 200 dots-per-inch (dpi) per hour.



Exceptional Productivity

Document Imaging Features

- Includes Click&Scan software which offers one-click functionality to send documents to file, email, printers, fax printers and desktop applications
- Utilizes TWAIN Driver (included)
- Output resolutions from 75 to 1200 dpi
- Interactive brightness, contrast, and color adjustment
- Optical resolution at 600 dpi
- Scans at speeds up to 30 page per minute/60 images per minute
- Simultaneous black & white, color or grayscale image output
- Save files in TIFF, JPEG, RTF and PDF formats
- Supported by Scantron's extensive services organization to ensure maximum uptime and customer satisfaction

Customer Application Sidebars

Testing and Training

- Tests and learning assessment
- Instructor, performance, and course evaluations
- Enrollment and tracking
- Employee in-services
- Student profiles, documentation, and forms

Research and Evaluation

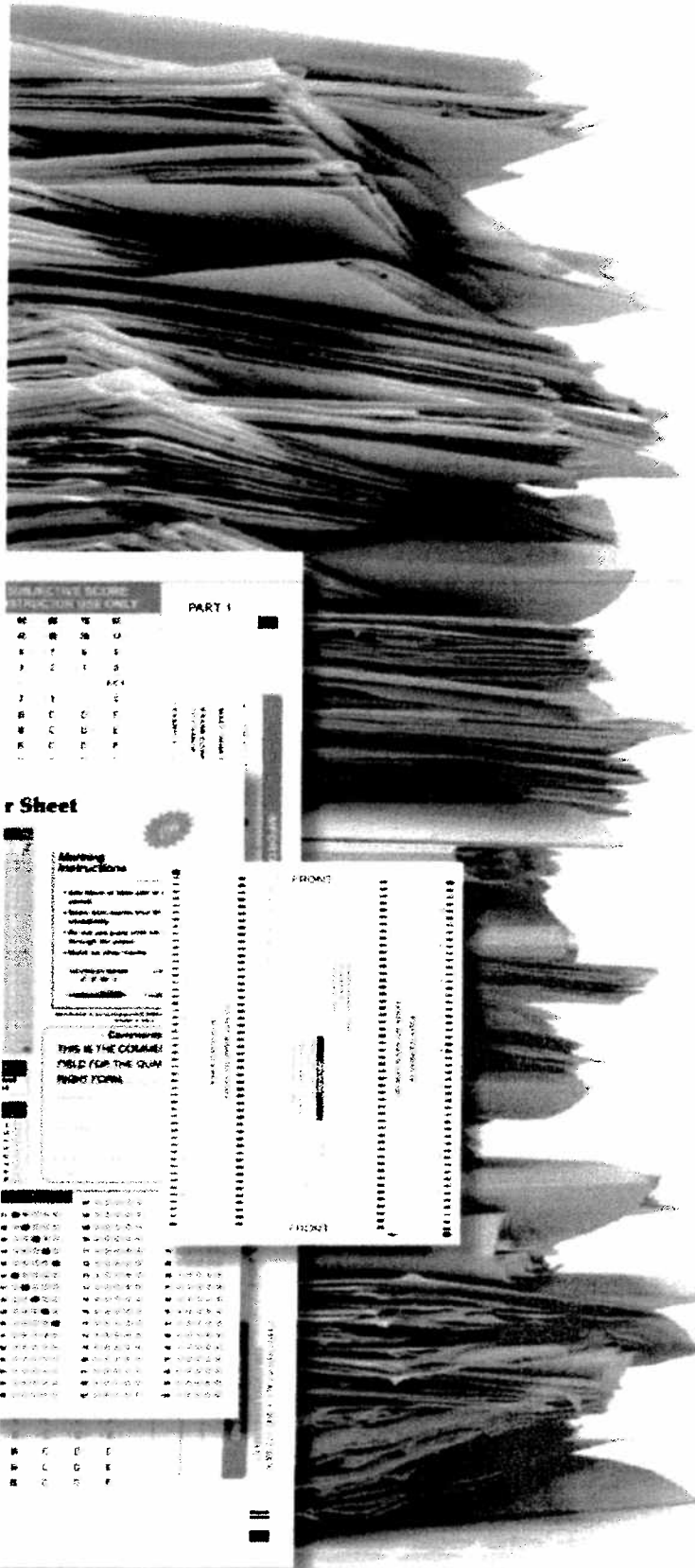
- Survey and questionnaire data collection
- Product research
- Program evaluations
- Competitive data collection
- Enrollment and applications

Human Resources

- Payroll/time sheets
- Benefit enrollments
- Applicant tracking
- Employee change of status
- Employee surveys
- 360-Degree surveys

Healthcare

- Patient encounter forms
- Patient satisfaction surveys
- Medical histories and patient forms
- Patient, needs and risk assessments
- Nurse staffing reports
- Continuing education evaluations



General Specifications

Scanning Technology	Dual CCD/Grayscale output bit depth is 256 levels (8-bit), Color capture bit depth is 48 bits (16 x 3), Color output bit depth is 24 bits (8 x 3).
Optical Resolution	600 dpi
Multi-feed Detection	With ultrasonic technology
Connectivity	USB 2.0
Bundled Software	TWAIN Drivers; Click & Scan; ScanTools Plus
Electrical Requirements	100-240 V (International); 50/60 Hz; Universal power supply included
Power Consumption	Sleep Mode < 6 watts, Running: < 35 watts
Environmental Factors	Energy Star qualified scanner; Operating temperature: 15-35° C (59-95° F); Operating humidity: 15-76 percent relative humidity
Acoustical Noise (operator position sound pressure level)	Standby mode: <32 dB(A); Operating mode: <65 dB(A)
Physical Description	30" x 13" x 10.75" operational, 6.5" x 13" X, 9.5" storage foot print, Weight: 16.5 lbs
Recommended PC Configuration	For documents up to 356 mm (14 in.) long at 400 dpi: Pentium 4, 3.2 GHz processor, 512 MB RAM For documents up to 660 mm (26 in.) long at 400 dpi: Pentium 4, 3.2 GHz processor, 1 GB RAM For longer documents/higher resolutions: Pentium 4, 3.2 GHz processor, 3 GB RAM
Supported Operating Systems	Windows XP SP2; Windows Vista (32-bit)

Data Collection Specification

Throughput	Up to 1800 Sheets per hour
Read Heads	200 dpi resolution, up to 256 levels of grayscale per pixel; pencil and ink read capabilities
Forms	2.5" x 5.5" to 8.5" x 14" (60-100 lb. Offset), Uses both Mark Reflex and Trans-Optic forms; Pencil and ink forms may be used
Feeder Capacity	40 sheets, 90 g/m ² (24 lb bond, 60 lb Offset)
Spacing's supported	.166, .166 48 cell, .200 inline, .200 offset, .200 line read, and .300 line read
Barcode	Standard - Software read through ScanTools
Bundled Software	ScanTools Plus

Document Imaging Specifications

Throughput (200 dpi, landscape, letter size, black and white/grayscale/color)	Up to 30 page per minute/ 60 images per minute
Image output	Black and white, grayscale (8 bit), color (24 bit)
Output resolution	75, 100, 150, 200, 240, 300, 400, 600 and 1200 dpi
Maximum document size	216 mm x 863 mm (8.5 in. x 34 in.)
Minimum document size	64 mm x 89 mm (2.5 in. x 3.5 in.)
Paper Thickness and Weight	34-413 g/m ² 9-110 lb.) paper
Feeder Capacity	Up to 70 sheets of 60 g/m ² (16 lb.) paper
Bundled Software	TWAIN driver, Click & Scan
File Format Outputs	Single and multi-page TIFF, JPEG, RTE, PDF

Please visit us at www.scantron.com for a complete overview of INSIGHT system requirements or call us at 1-800-SCANTRON for more information.

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SCANTRON



Cognition®
Standard and Professional Editions

Forms Processing Solution



Quickly and accurately transform paper documents into valuable intelligence.

In today's fast-paced business environment, the need has never been greater for organizations to efficiently manage the thousands of forms, faxes and paper images they must handle every day. That's why so many have turned to Scantron's Cognition software. This forms processing solution automates the slow, labor-intensive data entry process. The result is efficient and accurate automated forms processing, data collection and input environments that scale to fit the needs of any size company. Cognition works by collecting paper forms and documents and digitizing them, then delivering them to the right databases and other business applications as needed.

Fast

Cognition takes just a few seconds per form, depending on form complexity and hardware specifications. (That's more than 20 times faster than a professional typist.)

Precise

Cognition recognizes handprint (ICR), machine print (OCR), bar code, checkboxes and checkmarks (OMR) with unerring precision.

Accurate

Cognition provides correct and valid data and image capture using configurable recognition options that allow crosschecks, validation rules, and business logic. You can also add application-specific capabilities or create custom validation rules and logic to fit any project requirement.

Efficient

Cognition's high processing speed, quality of recognition, automatic control of output results and competitive pricing makes it not only the best value, but the most efficient automatic data capture system available.

Cognition Standard and Professional Editions for standalone workstations.

The Cognition Standard and Professional Editions are designed for standalone workstation forms processing. Both can be quickly and easily installed and configured with minimal IT resources. Within a matter of hours, you can be up and running, regardless of whether you process a few dozen forms each day or thousands each week.

The Standard edition is the right choice for organizations that are processing traditional bar code, checkbox and checkmark (OMR) forms and need to retain post recognition images.

The Professional edition provides a complete solution for organizations that process a variety of OMR forms, as well as machine print (OCR), and handprint (ICR) from department forms and surveys.

Scan

- TWAIN scanner support
- ADF support and manual input feeding
- Page orientation detection
- Import of graphic formats (TIFF, JPG, PCX, DCX, PNG & BMP)
- Image pre-processing, deskewing and "noise" cleaning
- Compensation of linear distortions using "cornerstones" (for faxed forms etc.)

Recognize

- Build-in template designer
- Template auto-identification
- Various reference elements: black squares, text, lines, images
- OCR/ICR "Fountain" Image Transformation Technology (Professional edition only)
- Hand-print, machine print and mixed text (Professional edition only)
- Mark sense (OMR): check boxes, radio groups, any type of mark
- Bar code recognition: EAN13, EAN8, Check Code 3, Check Interleaved 25, Code 39, Code 128
- 18 languages for hand-print recognition: English, German, French, Italian, Russian, Polish, Ukrainian, Bulgarian, Czech, Slovak, Lithuanian, Spanish, Dutch, Finnish, Romanian, Turkish, Croatian and Hungarian (Professional edition only)

- Bordered text: framed, text over comb, underlined (Professional edition only)
- Multi-line text (Professional edition only)
- Field position detection
- Supports several styles of hand-writing: European, American, Russian, Japanese, and Thai (Professional edition only)
- Scan & Read / Open & Read modes
- Background recognition
- Interpretation of checkboxes marked by mistake ("shaded areas")

Verify

- Standard validation and automation rules
- Spell check
- Contextual checking
- Pre-defined data types: names, addresses, etc. (Professional edition only)
- User-defined data types (Professional edition only)
- Checks against databases (Professional edition only)
- Context and group verification and in-form data validation

Export

- Database (ODBC)
- File (XML, TXT, CSV, DBF, XLS)
- Standard picture export
- Automation export

Standard and Professional Edition Minimum Requirements

- PC with Pentium 350 MHz for Windows XP, Pentium 200 MHz for Windows 2000/ME/98
- Microsoft Windows XP/2000/ME, Windows 98 (Y2K Update 2)
- 128 MB of RAM for Windows XP, 64 MB RAM for Windows 2000; 32 MB RAM for Windows ME/98
- 120 MB of free hard disk space for minimal installation
- Microsoft Internet Explorer 5.0 or later
- Mouse or other pointing device
- TWAIN-compatible scanner
- CD-ROM drive
- SVGA monitor (600x800 or higher resolution)
- USB port for hardware protection key



Please visit us at www.scantron.com for a complete overview of Cognition's system requirements or call us at (800) 722-6876 for more information.

REQUIREMENTS AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of **January 6, 2009** by and between **ACS Government Systems, Inc.** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County District Clerk's Office "[**Purchase of New Jury Software**]", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products and Warranty") for a period of one year with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best proposal to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase and/or license from Seller, and Seller agrees to sell and/or license to Buyer, all of the Products that Buyer may require for use by Buyer in "**Purchase of New Jury Software (the "Jury Software")**" in the areas of **HIDALGO COUNTY DISTRICT CLERK'S OFFICE** projects for a period of one year with the County's option to renew for one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. To the extent of any conflict between the terms of the Agreement and any other agreements offered or required by Seller for Buyer to license and/or purchase the Jury Software, the terms of Agreement shall control.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by contractor to the location(s) in Hidalgo County specified by Buyer in its Purchase Order.

3. Contractor agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. Seller shall license to Buyer the rights to utilize the Jury Software by separate

document(s). The terms of this Requirements Agreement, shall control over any conflicting terms of the Jury Software license agreements.

6. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: **ACS Government Systems, Inc.**
Attn: Paul J. Ruddy, Vice-President
1733 Harrodsburg Road, Ste. 100
Lexington, KY. 40504

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in

the United States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** 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 sixty (60) 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).

m. **Insurance.** 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 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.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an

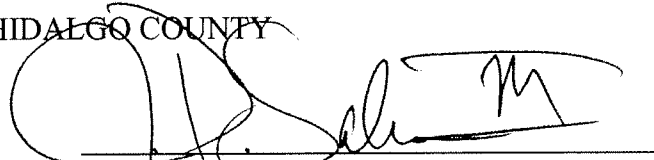
officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, 1-6, 2009.

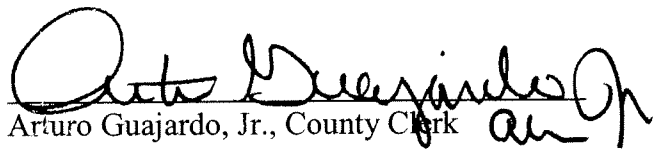
HIDALGO COUNTY



Juan D. Salinas, III, County Judge

Date: _____

ATTEST:



Arturo Guajardo, Jr., County Clerk

Date: _____

Company: ACS Government Systems Inc.

By: [Signature]

Printed Name: Paul J. Ruddy

Title: VP of operations

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: [Signature]
Stephen L. Crain

Date: 2-2-09

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
DISTRICT CLERK'S OFFICE

REQUEST FOR PROPOSAL

“PURCHASE OF NEW JURY SOFTWARE”

RFP NO: 2008-302-11-19-otm

**HIDALGO COUNTY DISTRICT CLERK'S OFFICE
REQUEST FOR PROPOSAL
"PURCHASE OF NEW JURY SOFTWARE"
RFP NO: 2008-302-11-19-otm**

Overview:

The County of Hidalgo is seeking to engage Proposer's to furnish a New Jury Software. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "Purchase of New Jury Software" as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, November 19, 2008. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2008-302-11-19-OTM

<u>US Postal Mail Address:</u>	<u>Physical Address:</u>
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

<u>US Postal Mail Address:</u>	<u>Physical Address:</u>
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, November 12, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, November 14, 2008. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as **Exhibit D**, the vendor, person consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk’s Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER’S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer’s Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer’s Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer’s Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for **One Year**, with the County's option for an additional **One Year** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services** (Maintenance & Support Agreement) in **Exhibit "A"**.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain any/all licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

JURY SOFTWARE SPECIFICATIONS FEATURES AND FUNCTIONALITY- the following provides hardware and configuration recommendations for the New Proposed System.

Adaptable to Court's Environment. The system allows the local administrator(s) to define and maintain:

- **Users' access rights**
- **All local court information**
- **Summons and Service schedules**
- **Service end and schedule change parameter including desired juror notices**
- **Payroll policy parameters, fee codes and processing preferences**

Process juror source lists:

- **Eliminate duplicates among multiple source lists**
- **Generate and process a suppression file of jurors previously marked for exclusion such as deceased, recently served or other local set criteria**
- **Random selection at all stages of processing**

Produce summons:

- **Users define jury reporting parameters and summons criteria**
- **Jurors may be summoned from specified areas of the local jurisdiction to serve in limited jurisdiction court**
- **Summons processing can be done in-house or through an outside vendor**

Manage group of jurors:

- **Jurors can be moved in (locally defined) groups to new dates and/or new locations**
- **Jurors can be service ended in define groups**

Process 1-step and 2-step questionnaires :

- **Scanning capability allows rapid processing of juror information**
- **Data capture and demographic reporting is defined and developed per local requirements from questionnaires**

Maintain juror information:

- **Juror activity details and history records display**
- **Manually adding jurors possible**
- **Efficient search capability**
- **Rapid updating and easy transactions for information processing**

- **Barcode scanning capabilities throughout juror information processing**
- **System tracks and reports juror service and yield statistics**

Record juror service and compute pay:

- **Multiple methods of recording attendance**
- **Attendance credits jurors with pay automatically as defined by local pay rates, waivers and pay policies**
- **Supplemental pay capability for child-care or other miscellaneous fees**
- **Ability to produce service certificates or employer verifications**

Record basic case information and form jury panels:

- **Allows input of Case Identifier and basic information**
- **Randomly selects jurors onto the cases and automatically produces reports by local preferences**
- **Through local policy, users may use special selection criteria for panel development if desired such as “pre-screening” the jury pool for time or case conflicts**
- **Anonymous juror case reports available, seating charts or other courtroom documents as needed**

Capturing of juror related statistics:

- **Fully integrated database report generation tool to provide standardize statistical reports and/or custom reports development as needed**

Automated payroll capabilities:

- **Payroll may be run at any time**
- **Pay information can be designed for processing checks, cash or electronic interface for outside agencies**
- **Provides various hard copy reports**

Optional features using advanced technologies:

- **Imaging Solution**
- **Web Solution**
- **Voice Solution**
- **Checks**
- **JuryPop**
- **Access**
- **ARM**

Other Technical Requirements:

- **Must be compatible with county network to run New Proposed Jury System and obtain production worthy responsiveness**

- Provisions must be made for daily backup of the New Proposed Jury System Data and Software
- Remote access to the New Proposed Jury System is required for support purposes in all environments
- Technical staff must be made available for project coordination, installation and access development on a 24/7 basis, 24 hours a day, seven days a week
- Provides all network and hardware updates and software enhancements, including new releases and upgrades at no additional cost
- Documentation updates to support enhancements
- Correction of software malfunctions
- Performs an on-site evaluation of the Customer's jury management operation and reports on potential improvements, cost savings and procedural changes
- Performs data services to include data conversions to the satisfaction of the county
- Must provide secure web option to allow jurors to access view and fill out electronic summons using the internet

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

RFPs must be submitted by no later than 9:30 a.m. on Wednesday, November 19, 2008.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

<u>US Postal Mail Address:</u>	<u>Physical Address:</u>
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit “B” attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**

2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**

3. **Ease of Support System & Response Time.** Ease of communicating with company’s support system and the company’s ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. **20 points**

4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour. **25 points**

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT “B”
PAYMENT SCHEDULE
(Including Best And Final Offer)



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7 Fee Schedule

FROM RFP SECTION II, RFP REQUIREMENTS:

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

Response:

ACS Juror Management System

ACS Juror Core System	Price
ACS Juror Management System	
License Fee ¹ (unlimited users)	\$37,000
Implementation Services – Core System	
Professional Services ² Installation ³ ACS Juror Management Application Training (Maximum 15 Participants) ⁴ Post-Implementation Supervision Project Management ⁵ Conversion ⁶ Forms and Letters – Assist with Custom Design ⁷	\$17,500
Product Support & Enhancement Program	
Annual Cost ⁸	\$7,400
TOTAL	\$61,900

Notes and Assumptions:

- ¹ The price reflects the license fee for the ACS Juror software. The object code and one set of documentation are provided upon licensing the software at no additional cost.
- ² The price reflects professional services for the proposed software. Please note that pricing is based on ACS' standard centralized server approach and assumes that all courts will be installed at the same time. All ACS travel costs will be billed as incurred.
- ³ Database Installation will be on one database, on one server, at one site.

Notes and Assumptions (continued):

- ⁴ Training is based on a class not to exceed 15 students per class, with the costs for one (1) session included in this proposal. If additional classes are required, the training costs will be adjusted accordingly. ACS can provide additional training sessions at our then-current rate.
- ⁵ ACS will provide up to 40 hours of project management time during the ACS Juror implementation, according to the finalized project plan. Additional services may be contracted through the Issue/Change Control Process (used by ACS) at ACS' then-current rate.
- ⁶ ACS will provide merge/purge services from the legacy system capturing the previous date of summons only.
- ⁷ ACS will tailor the letters that will be issued through the ACS Juror system based on Hidalgo County requirements.
- ⁸ ACS Product Support & Enhancement Program Agreements are required for a minimum of three years for the ACS Juror Management System, beginning upon contract execution. To further enhance our commitment to our clients, 24-hour-a-day support from the ACS Hotline is available. The price reflects the annual ACS Product Support & Enhancement Program costs. These prices will increase five (5) percent per year. ACS Product Support & Enhancement Program costs are billed annually at the beginning of the contract year and are not included in the license fees.

ACS eJuror System

ACS eJuror System	Price
<i>ACS eJuror Web Solution</i>	
ACS eJuror License Fee	\$19,500
<i>Implementation Services – Core System</i>	
Professional Services (up to 80 hours)	\$6,500
Customization (design and tailor user interface look and feel)	
<i>Product Support & Enhancement Program</i>	
Annual Cost	\$3,900
TOTAL	\$29,900



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Charles P. Byers, Director-Juror Solutions
ACS Government Systems, Inc.

From: Olga T. Montero, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: December 10, 2008

Re: Best and Final Offer –RFP NO: 2008-302-11-19-OTM
Hidalgo County District Clerk's Office-"Purchase of New Jury Software"

Pursuant to "Friday's Conference Call Meeting-December 10, 2008", a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County District Clerk, Ms. Laura Hinojosa discussed what the project and services entailed. Please review discussed and approved details as follows:

- a) The term of contract shall be for one year, with the County's option for an additional one (1) year extension based on prior's year performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under Scope of Services (Maintenance and Support Agreement) in Exhibit "A".
- b) ACS will update the Acord (Certificate of Insurance) and email to evangelina.garcia@co.hidalgo.tx.us. Insurance provided in proposal has expired since 12/01/08.
- c) Hidalgo County is proposing that all travel related would be in accordance with policies, procedures and guidelines that Hidalgo County Commissioners' Court has adopted and approved for its employees and will pay no more than what Commissioners' Court permits. (Please refer to attachment).

Your original proposal is at \$61,900 (ACS Juror Core System) & \$29,900 (ACS eJuror System): Totaling: \$91,800 plus 5% per year maintenance cost and at this time Hidalgo County is requesting for consideration a "Best and Final Offer" as discussed and agreed by both parties for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your "Best And Final Offer" by 3:00 p.m., Monday, December 15, 2008 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4859. Thank you.

Best and Final Offer \$ see attachment

Signed: 

Title: Vice President, Justice Practice

Printed Name: Spencer Parrott



expertise in action™

December 15, 2008

Ms. Olga T. Montero
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor, Adm. Bldg.
Edinburg, Texas 78539

RE: RFP #2008-302-11-19-OTM for Purchase of New Jury Software, Best and Final Offer

Dear Ms. Montero:

ACS is pleased to be considered for formal recommendation regarding this solicitation and is eager to begin formal contract negotiations. ACS is in receipt of the memorandum dated December 10, 2008.

- a) ACS is agreeable to a one-year contract, with an option to renew for one additional year based upon prior year's performance, evaluation, and contingent upon cost remaining unchanged. ACS is also agreeable to an option to allow the county the right to continue the one-year contract an additional 60 days at the end of the contract term for unforeseen delays in awarding the next term. ACS is unclear what additional requirements are suggested for inclusion in the contract, however, we are confident that, through good faith negotiations, we will be able to address all underlying concerns, while satisfying the needs of the county.
- b) ACS will provide an updated Acord certificate of insurance prior to contract execution.
- c) ACS agrees that all billable ACS travel will be in accordance with policies, procedures and guidelines that Hidalgo County Commissioners' Court has adopted and approved for its employees. ACS further agrees to make use of conference calls and other technologies to limit required travel as much as possible.

There may be some confusion in regards to ACS' proposed pricing. For the avoidance of doubt, the following example is provided (all costs in this example are exclusive of travel):

Proposed year one costs = \$91,800, which includes the license fees for the ACS Juror Management System (\$37,000), the license fees for the ACS eJuror module (\$19,500), the services proposed to tailor and implement the systems (\$17,500 plus \$6500, respectively), and the first-year maintenance costs (\$7400 plus \$3900, respectively).

Proposed year two costs = \$11,865, which includes the second-year maintenance costs (\$7770, which is a 5% escalation of \$7400, plus \$4095, which is a 5% escalation of \$3900).

Total proposed two-year costs, assuming contract option to renew is exercised = \$103,665.

In response to your request for our Best and Final Offer, ACS agrees to refrain from escalating maintenance costs in year-two, allowing them to remain at year-one levels (\$7400 plus \$3900) bringing year two costs to \$11,300, and bringing total two-year costs, assuming contract option to renew is exercised to \$103,100. ACS further agrees to negotiate payment milestones in a way that allows year-one costs to span 2008 and 2009.



SOFTWARE LICENSE AGREEMENT

ACS GOVERNMENT SYSTEMS, INC.
1733 Harrodsburg Road
Lexington, KY 40504-3617
FAX Number (859) 277-2300
("ACS")

And

Hidalgo County, Texas

("Licensee")

THIS AGREEMENT is made between ACS and Licensee as of the Effective Date. The parties agree as follows:

1. Definitions.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both ACS' warranty services and ACS' Product Support & Enhancement Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code (if provided), Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of ACS includes the Licensed Software, all software provided with the Licensed Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Licensed Software and any software provided with the Licensed Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third

party without restriction on disclosure and without breach of a non-disclosure obligation.

"Delivery Address" means the Licensee shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means the date on which ACS ships the Component System(s) to the Delivery Address F.O.B. Lexington, Kentucky.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documented Defect" means a material deviation between the Baseline Component System and its documentation, for which Documented Defect ACS has confirmed that Licensee has given ACS enough information for ACS to replicate the deviation on a computer configuration which is both comparable to the Equipment and is under ACS' control.

"Effective Date" means the date identified on the signature page of this Agreement as the Effective Date.

"Equipment" means the hardware and systems software configuration identified in Exhibit 1 as the Equipment.

“Exhibit 1” means, collectively: (i) The schedule attached to this Agreement which is marked as “Exhibit 1,” including all attached Software Supplements; and (ii) any schedule also marked as “Exhibit 1” (also including any attached Software Supplements) that is attached to any amendment to this Agreement.

“Intellectual Property Rights” means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

“Licensed Software” means the Component Systems listed in Exhibit 1.

“Licensee Employees” means: (i) Licensee’s employees with a need to know; and (ii) third party consultants engaged by Licensee who have a need to know, who have been pre-approved by ACS, and who, prior to obtaining access to the Licensed Software, have executed an ACS-approved non-disclosure agreement.

“Object Code” means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

“Recipient” means the party receiving Confidential Information of the Discloser.

“Software Supplement” means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

“Source Code” means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

2. Right to Grant License and Ownership. ACS has the right to grant Licensee this license to use the Licensed Software. Except as otherwise indicated in a Software Supplement, ACS owns the Licensed Software.

3. License. Subject to the terms and conditions of this Agreement, ACS grants Licensee a perpetual, non-exclusive, non-transferable license to use and copy for use the Licensed Software on the Equipment within the United States of America for Licensee’s own, non-

commercial computing operations. The computer readable media containing Source Code and Object Code for the Licensed Software may also contain Source Code and Object Code for Component Systems for which Licensee is not granted a license for use. Licensee may not make any use of any Source Code and/or Object Code for any such Component Systems for which Licensee is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Source Code. Licensee shall have no right to access, copy or otherwise use the Source Code for any Component System of the Licensed Software.

(b) Object Code. Licensee has right to use the Licensed Software in Object Code form. Licensee also has the right to use the Licensed Software in Object Code form temporarily on another ACS-supported configuration, for disaster recovery of Licensee’s computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software Supplement, Licensee can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

(d) Restrictions on Use of the Licensed Software. Licensee is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Licensed Software. Licensee is prohibited from using the Licensed Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Licensee will not allow the Licensed Software to be used by, or disclose all or any part of the Licensed Software to, any person except Licensee Employees. Without limiting the foregoing, Licensee is permitted to allow use of the input and/or output sensory displays of or from the Licensed Software by third parties on a strict “need to know” basis, and such use shall not be deemed a non-permitted disclosure of the Licensed Software. Licensee will not allow the Licensed Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining ACS’ prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(e) Intellectual Property Rights Notices. Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that ACS otherwise provides with the Licensed Software. Licensee must reproduce the unaltered

Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Licensed Software.

4. Available Services. ACS will provide Licensee with services under a separate Software Services Agreement.

5. Delivery. Except as otherwise provided in Exhibit 1, ACS will deliver all Component Systems to Licensee at the Delivery Address within thirty (30) days after the Effective Date.

6. Payment and Taxes.

(a) Payment. Licensee will pay ACS as provided for in Exhibit 1. Licensee will also reimburse ACS for actual travel and living expenses that ACS incurs in providing Licensee with services under this Agreement, with reimbursement to be on an as-incurred basis. ACS will use reasonable efforts to limit travel and living expenses by using coach air fare, booked in advance when available, staying at hotels identified in advance by Licensee as offering Licensee's contractors a discounted rate, and sharing rental cars. Licensee will also reimburse ACS for all charges incurred in connection with accessing Equipment. Reimbursement is subject to any statutory reimbursement limitations imposed on Licensee contractors, and Licensee will provide ACS with a copy of such limitations before ACS incurs expenses. Licensee will pay each ACS invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Wells Fargo Bank, Dallas, Texas, plus three percent (3%); and (ii) the highest rate permitted by applicable law.

(b) Taxes. Licensee is responsible for paying all taxes (except for taxes based on ACS' net income or capital stock) relating to this Agreement, the Licensed Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Licensee is exempt from the payment of any such taxes, Licensee must provide ACS with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such tax amounts to the applicable taxing authority, ACS will invoice Licensee for and Licensee will pay to ACS all such tax amounts.

7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

(a) Limited Software Warranty by ACS and Remedy For Breach. For each Component System, ACS warrants to Licensee that, for period of twelve

(12) months after the Delivery Date, the Baseline Component System, as used by Licensee on the Equipment for its own, non-commercial computing operations, will operate without Documented Defects. For each Documented Defect, ACS, as soon as reasonably practicable and at its own expense, will provide Licensee with an avoidance procedure for or a correction of the Documented Defect. If, despite its reasonable efforts, ACS is unable to provide Licensee with an avoidance procedure for or a correction of a Documented Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and ACS' sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Licensee exclusively and is in lieu of all other warranties. **ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE LICENSED SOFTWARE, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. ACS EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. LICENSEE WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(a) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

(c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Licensee) other than ACS modifies the Baseline Component System; or (ii) Licensee does not implement changes that ACS provides to correct or improve the Baseline Component System. If despite any modification of the Component System, ACS can replicate the reported problem in the Baseline Component System as if the problem were a Documented Defect, then ACS will nonetheless provide Licensee with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Documented Defect.

(d) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY LICENSED SOFTWARE OR SERVICE UNDER THIS AGREEMENT.

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Licensee's obligations to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity.

9. Indemnity by ACS. ACS will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. ACS' obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify ACS of any such claim; (ii) Licensee must in writing grant ACS sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice ACS' right to control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must cooperate with ACS to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by ACS in writing as necessary for use with the Licensed Software) from the use or combination of products provided by ACS with items provided by Licensee or others. If any Component System is, or in ACS' opinion is likely to become, the subject of a United States copyright infringement claim, then ACS, at its sole option and expense, will either: (A) obtain for

Licensee the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the portion of the license fee paid to ACS for the Component System(s) giving rise to the infringement claim, less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS ACS' EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGE-MENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to ACS of a suspected Documented Defect will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement by either party, Licensee will promptly return to ACS or (at ACS' request) will destroy all copies of the Licensed Software, and will certify to ACS in writing, over the signature of a duly authorized representative of Licensee, that it has done so.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile

confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices. Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to ACS' General Counsel at 1733 Harrodsburg Road, Lexington, KY 40504, FAX number (859) 277-1500, or to such other place as ACS may subsequently designate for its receipt of notices.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" shall include use of the Licensed Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following shall not be considered "assignments" for purposes of this Agreement: ACS' assignment of this Agreement or of any ACS rights under this Agreement to ACS' successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and ACS' assignment of this Agreement to any person or entity to which ACS transfers any of its rights in the Licensed Software.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the U.S. state or U.S. territory in which the Delivery Address is physically situated, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. If any provision of this Agreement is illegal or

unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF ACS. ACS' LIABILITY IN CONNECTION WITH THE LICENSED SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO ACS (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY ACS) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

(b) EXCLUSION OF DAMAGES. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL ACS BE LIABLE TO LICENSEE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ACS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. LICENSEE ACKNOWLEDGES THAT ACS HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Effective Date: 3-19-2009

By: ^{ACS}
[Signature]
Paul J. Ruddy
(Printed Name and Title of Signatory)

By: [Signature]
Juan D. Salmas, County Judge
(Printed Name and Title of Signatory)



EXHIBIT 1

Licensee: County of Hidalgo
 Delivery Address:

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which ACS supports the Licensed Software. Licensee acknowledges that certain Component Systems of the Licensed Software may require specific host or client configurations. Licensee, as soon as reasonably practicable, shall provide a detailed written description of the Equipment so that ACS can confirm that it is a configuration on which ACS supports use of the Licensed Software. ACS will then advise Licensee whether ACS supports or does not support use of the Licensed Software on the proposed configuration. If ACS does not support use of the Licensed Software on the proposed configuration, Licensee must propose a new configuration until ACS does confirm that it supports use of the Licensed Software on the proposed configuration.

NOTICE: To use any of the Licensed Software, Licensee must also obtain, install on the Equipment and maintain ACS-supported versions of certain database software products and certain software/hardware peripherals. By this notice, ACS is advising Licensee that Licensee should consult with its ACS Sales representative to obtain a written listing of such necessary database software products and software/hardware peripherals.

LICENSED SOFTWARE:

LICENSED SOFTWARE:

Component System	Source Code Licensed? (yes/no)	Fee
ACS Juror Management Component Systems:		
ACS Juror	No	\$37,000
ACS eJuror	No	\$19,500
TOTAL LICENSE FEE:		\$56,500

PAYMENT

For each Component System, Licensee will pay ACS the entire applicable license fee by not later than thirty (30) days after the Effective Date. ACS will invoice Licensee for all other services and applicable charges, as ACS renders the services or Licensee incurs the charges, as applicable.

By: ^{ACS} Paul J. Ruddy
Paul J. Ruddy
 (Printed Name of Signatory)
 Title: VP of Operations

By: Juan D. Salinas III
 (Printed Name of Signatory)
 Title: County Judge

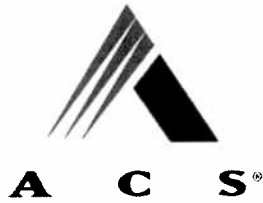


EXHIBIT 2

Licensee: County of Hidalgo, Texas

SCOPE OF SERVICES

ACS will provide the fixed services as described in this Scope of Service, for the Fixed Price Services Fee of \$24,000 ("Fixed Fee"). The Fixed Fee is based on ACS' standard centralized server approach (installed on one database on one server). If a distributed database approach is desired, services costs will also need to be increased accordingly.

SCHEDULING AND CONDITIONS

Licensee understands that specific resources will be assigned to any agreed upon services dates. If Licensee cancels or reschedules the services covered by this Agreement on less than thirty (30) days advance notice from the first scheduled day of ACS's provision of such services, then Licensee will be obligated to pay ACS the full amount of the cancelled services and related travel and living expenses (the "Cancellation Charge"). The Cancellation Charge will be in effect for all services and all travel, living, and reimbursable expenses.

Any changes in this Scope of Services which result in an increase of ACS' obligations under this agreement, will result in an upward adjustment of the Total Services Fee.

SERVICE DESCRIPTIONS	SERVICES FEE
ACS Juror Baseline System Services	
Installation (16 hours)	Included
Application Training (30 hours)	Included
Post Implementation Supervision (24 hours)	Included
Project Management (40 hours)	Included
Data Requirements	
Initial Data Creation (40 hours)	Included
Custom Design/Modifications	
Forms and Letters (24hours)	Included
eJuror Services	
Design and Programming (40 hours)	Included
TOTAL FIXED FEE	\$24,000

(CONTINUED ON FOLLOWING PAGE)

SERVICES DESCRIPTIONS:

1. ACS Juror Component System Installation

Installation will be performed by ACS at one initial Licensee site as follows:

Certain parameters are not under direct Licensee control and must be set or modified by trained ACS staff. Licensee, with guidance from ACS, will choose how these parameters are to be set prior to installation.

- a. Install and configure for use the ACS Juror Management System MS SQL SERVER Version application on each Licensee-designated PC Licensee workstation in production and test environments;
- b. Install and configure for use the ACS Juror Management System data tables on the Licensee-designated data server;
- c. Install newly created source data on Licensee designated data server in the production and test environments;
- d. Install test data on Licensee-designated data server in the test environment; and
- e. Conduct, in cooperation with a designated member of Licensee's IT staff, ACS's standard tests of basic functions of the Baseline ACS Juror Management Component System.

2. Data Requirements

A. Initial Data Creation.

ACS will perform the following activities.

1. Provide an initial source data creation by merging Motor Vehicle and Voter Registration data supplied by Licensee.
2. Merge any applicable suppression files supplied by Licensee, including but not limited to files relating to:
 - a. Existing legacy system records with a date served within Licensee's exemption period;
 - b. Felons;
 - c. Mentally incompetent;
 - d. Permanently disqualified, based upon a unique identifier, to protect that those records marked as previously served will not be selected again within the County exemption period, and that those records marked permanently disqualified will not be selected at all.
3. Purging of any resultant duplicates identified during the merge processes.

The initial creation process is included in the Fixed Fee. Subsequent creations must be contracted for separately.

3. Letter/Form Development

ACS will provide up to 24 hours to assist the Licensee with revising and reformatting the ACS Juror Management System standard summons, questionnaires, letters and certificates to Licensee specifications. It is the responsibility of Licensee to finalize the documents (summons and letters) needed for Licensee's ACS Juror Management System implementation.

4. Application Training
ACS will provide on-site application training for the Licensee-designated project personnel on the ACS Juror Management Component Systems. Class size is a maximum of fifteen (15) participants. Training will be conducted in accordance with the Project Plan.
5. Post Implementation Supervision Services
ACS will provide on-site support by one staff member for the three (3) consecutive days that Licensee jurors attend jury service. The schedule of dates and court locations will be mutually agreed upon by both parties.
6. Project Management
ACS will provide up to 40 hours of project management services, according to the finalized Project Plan. Additional services may be contracted for at ACS's then-current rate.
7. eJuror Services
ACS will provide up to 80 hours for design and programming of up to 12 html pages.

SERVICES - SUPPLEMENTAL SERVICES:

Service Description	Estimated Rates*
Database repair and management	\$125/hour
Application customization and programming	\$125/hour
Training	\$125/hour
Post-Implementation Supervision	\$125/hour
Technical application support provided by programming staff	\$125/hour
Source list creation (1 st year included in services pricing)	\$2500/per merge
System upgrade	Included

PAYMENT: Licensee will pay the Services Fixed Fee as follows: Fifty percent (50%) by not later than thirty days after the Effective Date; and the remaining fifty percent (50%) by not later than 30 days after ACS has rendered all Fixed Fee services. ACS will invoice Licensee for all other services and applicable charges, as ACS renders the services or Licensee incurs the charges, as applicable.

ACS
By: *Paul J. Ruddy*
Paul J. Ruddy
(Printed Name of Signatory)
Title: *Vl of operations*

LICENSEE
By: *Juan D. Salinas III*
Juan D. Salinas III
(Printed Name of Signatory)
Title: *County Judge*

EXHIBIT “C”
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

12/1/2009

DATE (MM/DD/YYYY)

12/18/2008

PRODUCER LOCKTON COMPANIES, LLC-N DALLAS
717 N. HARWOOD, LB#27
DALLAS 75201
214-969-6700

INSURED 1025979 Affiliated Computer Services, Inc.
ACS Government Systems, Inc.
2828 N. Haskell
Dallas TX 75204

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.

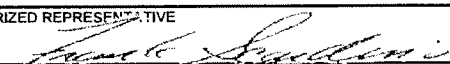
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Company of North America	43575
INSURER C: Lexington Insurance Company	19437
INSURER D:	
INSURER E:	

COVERAGES AFFC001 AJ THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	HDO G23748046	12/1/2008	12/1/2009	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A		AUTOMOBILE LIABILITY	ISA H08249817	12/1/2008	12/1/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$ XXXXXXXX
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ XXXXXXXX
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$ XXXXXXXX
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$ XXXXXXXX
						AGG	\$ XXXXXXXX
		EXCESS/UMBRELLA LIABILITY	NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ XXXXXXXX
		<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM					\$ XXXXXXXX
		RETENTION \$					\$ XXXXXXXX
							\$ XXXXXXXX
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLR C44355437 (ALL OTHER)	12/1/2008	12/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO	WLR C44355486 (AZ, CA)	12/1/2008	12/1/2009	E.L. EACH ACCIDENT	\$ 1,000,000
A		If yes, describe under SPECIAL PROVISIONS below	SCF C44355449 (WI)	12/1/2008	12/1/2009	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C		OTHER Employer's Excess Indemnity (TX)	EPIC5356336	12/1/2008	12/1/2009	\$1M per person; \$10M per occ.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Employer's Excess Indemnity coverage provides excess limits over and above the employer's ERISA qualified non-subscriber benefit plan for Texas employees who sustain work related injury or disease. Re: Purchase of New Jury Software - RFP # 2008-302-11-19. Hidalgo County Purchasing Department is included as Additional Insured on GL where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
<p>3961326</p> <p>Hidalgo County Purchasing Department Attn: Martha L. Salazar - Purchasing Department 2812 South Business Highway 281 Edinburg TX 78539</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE</p> 

6. **Presentation for discussion, consideration and acceptance and approval of the final negotiated contract with Mary Ann Peralez d/b/a Breath Test Services for RFP NO: 2008-447-11-26-VYG-Certified Technical Supervisor For Hidalgo County's Alcohol Breath Test Services.**

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

B. County Judge's Office

1. **Pursuant to Section V of the RFP packet, recommendation by grading committee to require presentations by the two (2) participants so as to complete the grading process and thus proceed to the ranking by Commissioners Court for RFP/Q NO: 2008-409-11-05-VYG-Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County.**

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

C. Pct. 2

1. **Requesting approval of final negotiated contract B141- AIA 1997 Standard Form of Agreement between Owner (Hidalgo County) and Architect (V A Architecture) in connection with the design and construction of New Offices for Hidalgo County Pct. 2 including ancillary support facilities (as approved for negotiation on CC 12/16/08 and reviewed as to form by legal counsel).**

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

D. Health & Human Services Dept

1. **Approval of Request for Payment No. 2 in the amount of \$5,000.00, and Payment No. 3 (Reimbursable) in the amount of \$1,182.35 from V-A Architecture, contracted architect for "Health Clinic Renovations" for Health and Human Services Dept. C-08-221-05-06.**

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

E. District Clerk

1. **Presentation for discussion, consideration, acceptance and approval of the final negotiated contract (reviewed as to form by legal counsel) including best and final offer (BAFO) with ACS Government Systems, Inc. in a total amount as follows:**

**ACS Juror Core System-\$61 900
ACS eJuror System-\$29,900.00
Total Amount: \$91,800.00**

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

AI-13135

15.E.1.

District Clerk request to procure and acquire Jury Software and Scanning/Imaging Services

CC REGULAR

Date: 01/06/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Laura Hinojosa
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** District Clerk

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the final negotiated contract (reviewed as to form by legal counsel) including best and final offer (BAFO) with ACS Government Systems, Inc. in a total amount as follows:

ACS Juror Core System-\$61,900
 ACS eJuror System-\$29,900.00
 Total Amount: \$91,800.00

BACKGROUND

Proposed year two total if renewed will be at \$103,665.00. Contract and software license reviewed as to form by legal counsel, changes were made accordingly.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-090-001-0-336
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
 Amount available for req #145692 \$50,000.00 for ACS as of 12-30-08

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
 Funding for the balance will be addressed the 1st qtr. of 2009 as per Mr. Silguero.

Attachments

Link: [C-08-302-01-06 CONTRACT DOCUMENT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/30/2008 03:19 PM	APRV
2	Budget & Management	Veronica Lopez	12/30/2008 03:28 PM	APRV
3	Ivan Cantu	Ivan Cantu	12/30/2008 03:41 PM	APRV
4	Auditor's Office	Linda Fong	12/31/2008 10:07 AM	APRV

5 Dina Trevino
Form Started By: Vangie Garcia
Final Approval Date: 12/31/2008

Dina Trevino 12/31/2008 02:26 PM APRV
Started On: 12/30/2008 02:25 PM



PRODUCT SUPPORT & ENHANCEMENT PROGRAM

ACS GOVERNMENT SYSTEMS, INC.
1733 Harrodsburg Road
Lexington, KY 40504-3617
FAX Number (859) 277-2300
("ACS")

And

Hidalgo County

("Licensee")

THIS AGREEMENT is made between ACS and Licensee on the Commencement Date of 3-19-09.

ACS and Licensee have entered into a Software License and Services Agreement with an Effective Date of 3-19-09 (the "License Agreement") for the Licensed Software. Licensee desires that ACS provide Maintenance and Enhancements for and new releases of the Baseline Licensed Software identified in Exhibit 1 on the terms and conditions contained in this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information) and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively) of the License Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

"Commencement Date" means the date identified above in this Agreement as the Commencement Date.

"Contract Year" means, with respect to each Baseline Component System, each one (1) year period beginning and ending on the dates provided for in Exhibit 1 for such Baseline Component System.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System which increase the

functionality of the Baseline Component System.

"Expiration Date" means, with respect to each Baseline Component System, the date upon which the initial term of this Agreement ends for such Baseline Component System as provided for in Exhibit 1.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Licensee with avoidance procedures for or corrections of Documented Defects.

"New Releases" means new editions of a Baseline Component System.

"Partial Year" means, for each Baseline Component System, the period between the Commencement Date and the first day of the initial Contract Year for that Baseline Component System.

3. Services.

(a) Types of Services. During the term of this Agreement, ACS will provide Licensee with Maintenance for, Enhancements of, and New Releases of each Baseline Component System identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System and will be subject to all of the terms and conditions of the License Agreement and this Agreement. ACS' obligation to provide Licensee with Improvements for Baseline Component Systems owned by parties other than ACS is limited to providing Licensee with the Improvements that the applicable third party owner provides to ACS for that Baseline Component System. In this regard, to the extent that an agreement authorizing ACS to resell or sublicense a third party's Baseline Component System is terminated or expires prior to the Expiration Date, or prior to the expiration of any renewal term, for that Baseline Component System, then ACS' obligation to provide Improvements to Licensee for that Baseline Component System, and Licensee's obligation to pay ACS for such Improvements, shall automatically terminate simultaneously with the termination or expiration of the relevant agreement. Licensee must provide ACS with such facilities, equipment and support as are reasonably necessary for ACS to perform its obligations under this Agreement, including remote access to the Equipment.

4. Payment and Taxes.

(a) Product Support & Enhancement Fees. For the Improvements for each Baseline Component System, Licensee will pay ACS: (i) the amount provided for in Exhibit 1 as the Partial Year payment (if applicable) on the payment date provided for in Exhibit 1; and (ii) the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year; and (iii) for each Contract Year subsequent to the initial Contract Year, an amount invoiced by ACS, which amount will not increase by more than the "Annual Escalation Not to Exceed" percentage provided for in Exhibit 1 the fee that Licensee was obligated to pay to ACS for Improvements for the applicable Baseline Component System in the immediately preceding Contract Year for that Baseline Component System. Fees for Improvements for a Baseline Component System are due on the first day of the first month of the Contract Year for that Baseline Component

System.

(b) Additional Costs. Licensee will also reimburse ACS for actual travel and living expenses that ACS incurs in providing Licensee with Improvements under this Agreement. ACS agrees that all billable ACS travel will be in accordance with policies, procedures and guidelines that Hidalgo County Commissioners' Court has adopted and approved for its employees. ACS further agrees to make use of conference calls and other technologies to limit required travel as much as possible.

(c) Taxes. Licensee is responsible for paying all taxes (except for taxes based on ACS' net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Licensee is exempt from the payment of any such taxes, Licensee must provide ACS with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such tax amounts to the applicable taxing authority, ACS will invoice Licensee for and Licensee will pay to ACS all such tax amounts.

(d) Late Charges. Licensee will pay each ACS invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Wells Fargo Bank, Dallas, Texas, plus three percent (3%); or (ii) the highest rate permitted by applicable law.

5. Term. As it applies to each Baseline Component System, the term of this Agreement is for the period beginning on the Commencement Date and continuing until the Expiration Date for that Baseline Component System. For each Baseline Component System, this Agreement will automatically be extended for consecutive Contract Years beyond the Expiration Date on a year-to-year basis unless: (i) either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System at least twelve (12) months prior to the Expiration Date, or, for any Contract Year subsequent to the Expiration Date, at least twelve (12) months prior to the expiration of the then-current Contract Year or (ii) the Agreement has otherwise expired or terminated as it relates to a particular Baseline Component System under the terms of this Agreement.

6. Disclaimer of Warranties. Licensee agrees and understands that **ACS MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, ACS EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY IMPROVEMENTS WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED BY ANYONE OTHER THAN ACS, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

7. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to ACS of a suspected Documented Defect will not constitute a notice of termination of this Agreement. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

8. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF ACS. **ACS' LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT LICENSEE ACTUALLY PAID TO ACS FOR THE IMPROVEMENTS FOR**

THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. **REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL ACS BE LIABLE TO LICENSEE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ACS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

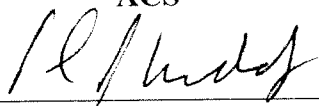
(c) BASIS OF THE BARGAIN. **LICENSEE ACKNOWLEDGES THAT ACS HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.**


9. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

10. NOTWITHSTANDING anything to the contrary herein, if there is any conflict between any term or provision in this Product Support & Enhancement Program Agreement with any term or provision in the Contract by and between Hidalgo County and ACS Government Systems, Inc. For Purchase of New Jury Software dated effective January 6, 2009, (the "Contract") or with any terms or provisions contained in the Request for Proposal issued by Hidalgo County, Texas being RFP No. 2008-302-11-19-OTM Purchase of New Jury Software (the "RFP"), the terms and provisions of the Contract and the RFP shall control over any conflicting terms contained in this Product Support & Enhancement Program

Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

ACS
By: 
Paul J. Ruddy
(Printed Name of Signatory)
Title: VP of operations

LICENSEE
By: 
Juan D. Salinas, # County Judge
(Printed Name of Signatory)
Title: County Judge



A C S[®]

EXHIBIT 1

Licensee: Hidalgo County

PARTIAL YEAR PAYMENT/DUE DATE: N/A

(Indicate "N/A if not applicable)

FIRST ANNUAL CONTRACT YEAR PAYMENT DATE: March 19, 2009

ANNUAL ESCALATION NOT TO EXCEED: 5% OF PRIOR FULL-YEAR ANNUAL PAYMENT.

Baseline Component System	Contract Year Begins	Expiration Date	First Annual Payment Amount
ACS Juror Management Component Systems:			
ACS Juror	March 19, 2009	March 18, 2011	\$7400
ACS eJuror	March 19, 2009	March 18, 2011	\$3900
TOTAL:			\$11,300

By: ACS
 Paul F. Ruddy
(Printed Name and Title of Signatory)

LICENSEE
By: *Juan D. Salinas*
 Juan D. Salinas, III County Judge
(Printed Name and Title of Signatory)