

**DRAFT**

**INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT**

whose principal office is located at \_\_\_\_\_, McAllen, Texas, 78504, (hereinafter referred to as EAI) and HIDALGO COUNTY, at 100 N Closner, Edinburg, Texas 78540, (hereinafter referred to as CLIENT), a recipient of services using EAI software, agree as follows:

**WITNESSETH:**

WHEREAS, the CLIENT has a need for specific professional services called "Credit Card Payment Services" and EAI has submitted a proposal (hereinafter referred to as the "PROPOSAL") for the provision of those services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

**1. CONTRACT:**

The Contract consists of:

- A. This document and
- B. EXHIBITS A through G, attached hereto.

**2. SERVICES TO BE PERFORMED:**

Subject to the provisions hereof \_\_\_\_\_ agrees to supply the professional services as defined herein and in EXHIBIT A (cumulatively hereinafter referred to as the "SERVICES") in accordance with the Project Implementation Plan Overview, attached hereto and marked as EXHIBIT B.

**3. CONSIDERATION:**

In consideration of supplying the SERVICES, the CLIENT shall provide \_\_\_\_\_ with \_\_\_\_\_'s space requirements, facilities access requirements, CLIENT personnel time and the right of peaceful use of same as required by \_\_\_\_\_ to carry out the implementation responsibilities required by the SERVICES and support of same under this Agreement, as well as all other responsibilities defined in Article 11 of this Agreement. While the CLIENT will not be responsible for any cash consideration to \_\_\_\_\_ for the SERVICES, the CLIENT's customers who choose to benefit from the SERVICES will pay \_\_\_\_\_ and \_\_\_\_\_ will be responsible for collecting a convenience fee that is clearly defined to the CLIENT's customers by \_\_\_\_\_ prior to using the SERVICES on a transaction basis, the current convenience fee schedule being define in EXHIBIT F. Because banks and credit card processing firms costs and fee

structures to routinely change, s current convenience fee schedule is subject to change on the anniversary year of this agreement and for all succeeding years of this agreement. During each of these annual periods, will either automatically renew the fee schedule from the immediate preceding annual period or will negotiate a new fee schedule that is mutually acceptable by both the CLIENT and for the forth coming new annual renewal period. If determines that a new fee schedule is necessary, then will provide notice to the CLIENT at least 30 days prior to the anniversary date of this agreement that a new fee schedule must be negotiated. During that negotiating period, all existing fee schedules will remain in place up to a maximum of 60 days from the agreement's anniversary date. Accordingly this contract acknowledges that this service is a convenience for the credit card holder and the entire cost of this service is borne same. If the CLIENT's customer performs a transaction using the SERVICES that results in a charge back to I , such as a misappropriated credit card, will reverse the credit made to the CLIENT's specified bank account and provide the CLIENT with the appropriate reporting to identify the charge back. Unless specifically stated to the contrary elsewhere within this Agreement or Amendments hereto, the CLIENT agrees that nothing said or implied within this Agreement shall provide the CLIENT with any ownership or a continuous, uninterrupted right-to-use license in products or services during this Agreement or after the termination of this Agreement by either party.

#### 4. IMPLEMENTATION STRATEGY DOCUMENT (ISD):

Attendant with this contract, shall deliver for the CLIENT's approval an Implementation Strategy Document (hereinafter referred to as the "ISD"). The ISD shall include, but not be limited to:

- A. Management Overview
- B. Technical Plan
- C. Project Organization Plan
- D. Training Plan
- E. Implementation Plan
- F. and such other items delineating the SERVICES and the work to be performed by EAI as the parties may mutually agree upon.

Because the ISD is a CLIENT approved (formal sign-off required by CLIENT authority) instrument (that is executed simultaneously with this Professional Services Agreement) and a road map of the how, what and where tasks are accomplished for project implementation, it is implicit that both parties agree to cooperate with each other in the preparation of the ISD. Consequently, project implementation can only begin after formal review and approval by CLIENT staff authority. As a result of that approval and on matters agreed in the ISD, it will take precedence in accordance with Article 21, paragraph "A" of this Agreement. agrees to perform the work and provide the SERVICES in the manner specified in the ISD.

**5. SERVICES ACCEPTANCE:**

**A. PROJECT MILESTONES**

Project Milestones are delineated in EXHIBIT C. shall certify in writing to the CLIENT when each Project Milestone of the SERVICES supplied by hereunder is delivered and ready for acceptance. Within five (5) working days following the receipt of the certification of delivery, the CLIENT shall respond to EAI in one of the following manners:

- i. if successful accomplishment of a Project Milestone has been attained, the CLIENT shall respond in writing that the respective Project Milestone of the SERVICES is accepted; said response shall constitute final acceptance of the services delivered or
- ii. if the CLIENT determines that the products and services delivered do not conform to requirements detailed in this document, it shall so notify . Thereafter, the acceptance of the Project Milestone shall continue on a day-to-day basis until l conforms the SERVICES to the specified requirements. Failure by the CLIENT to make any response to within a ten (10) working day period shall be deemed final acceptance of the services delivered.

**B. FINAL SERVICES ACCEPTANCE**

CLIENT will accept the qualitative performance of the SERVICES when they have been satisfactorily demonstrated to the CLIENT to have been provided in substantial accordance with the CLIENT approved and delivered ISD. Consequently, compliance with the CLIENT approved ISD will constitute conformity to the actual CLIENT needs and requirements. The Final Acceptance Testing will consist of CLIENT actual usage of or benefit from the delivered SERVICES for a specified period of time as identified in the mutually agreed to ISD, not to exceed thirty (30) days. It is during this time frame that the System will be test-operated within s specifications and thereby confirmed that the System does in fact perform as has so represented regarding the processing of credit card transactions. The Final Acceptance Test Plan is defined in the mutually accepted ISD. CLIENT shall have a maximum of ten (10) working days from the date of notification of completion of final acceptance testing, within which to respond in writing to such delivery via certified mail, over night carrier or FAX. If CLIENT believes the SERVICES delivered do not conform to the requirements of this Agreement, it shall so notify thereof within the above-stated ten (10) days and shall point out with particularity wherein the SERVICES fail to so conform. In the event CLIENT finds the SERVICES conforming to the requirements of this Agreement, it shall, within the above-stated ten (10) days, notify in writing of this fact, which notification shall constitute final acceptance of the SERVICES delivered. Should CLIENT fail to respond within the ten (10) days, the SERVICES shall be deemed accepted.

**6. DELIVERY:**

Delivery will be F.O.B. to the CLIENT at the designated site specified in EXHIBIT D.

**7. EXTENSION OF TIME:**

shall not be liable under this Agreement for any loss or damage to the CLIENT due to delay in delivery or other performance failures resulting from any cause beyond s reasonable control. Such causes shall include, but are not limited to compliance with lawful regulations, orders, acts, instructions, or priority requests of any Government, or department or agency thereof, civil or military authority, acts of God, acts of the public enemy, acts or omissions of the CLIENT, fires, floods, strikes, lockouts, embargoes, wars, riots or insurrections. The delivery schedule provided in EXHIBIT C shall be extended by the amount of any delay resulting from any such cause beyond ; reasonable control plus a reasonable time to accommodate adjustment to such extension. shall give the CLIENT notice of the presence of any cause referenced above promptly after becomes aware of the existence of same.

**8. TERMINATION BY THE CLIENT:**

In addition to any other right to terminate set out herein, if should be adjudged bankrupt, should make a general assignment for the benefit of its creditors, a receiver should be appointed for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the CLIENT may terminate this Agreement.

If should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, disregard laws and ordinances, not proceed with work in a timely fashion or fail to meet standards of performance, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the CLIENT, at it's option, may terminate this Agreement. Prior to termination of this Agreement, the CLIENT shall give thirty (30) calendar days to cure such deficiencies caused by .

Either parties without cause upon thirty - (30) days written notice may terminate this agreement.

**9. CHANGES:**

The CLIENT may request changes in the scope of services to be performed by hereunder. All such changes shall be mutually agreed upon by and between the parties and shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due for the change in scope.

**10. FACILITIES:**

During the course of this Agreement, the CLIENT shall provide personnel with adequate workspace for technicians and other related facilities as may be required by l to carry out its obligations enumerated herein (please see Article 11 of this Agreement).

**11. CLIENT RESPONSIBILITIES:**

The CLIENT shall obtain at its expense all government and other permits and licenses required for installation and operation of the SERVICES, including but not limited to such

items as the CLIENT's PCs' operating system licenses.

The CLIENT will be responsible for providing the desired quantity of the display and print devices required to use the SERVICES or additional devices as may be required from time to time at CLIENT's discretion, as well as such devices' maintenance and support.

The CLIENT shall provide an adequate work space (as noted in article 10) for staff and technicians that will approximate an area of 6' x 8'.

The CLIENT will be responsible for installing or providing access to CLIENT's pre-existing communications networks including but not limited to all system telephone lines, hardware cabling, microwave links, modems, radios and other equipment not included as a part of this Agreement and necessary to the successful operation of the SERVICES and interfaces to other computer databases and associated remote and Internet terminals.

For the above CLIENT provided devices and equipment, the CLIENT will provide space, power, environmental control and operating environment as defined by the hardware manufacturer's published specifications. The CLIENT will provide access as required by to carry out the responsibilities of this Agreement to include but not limited to any required on-site tailoring, testing, training or support of the SERVICES, for use by the CLIENT. Additionally, services such as training will be predicated on both CLIENT staff and staff availability, all as prescribed in the mutually agreed to ISD.

The CLIENT will designate a Project Manager to be the liaison with . The Project Manager will be available during normal business working hours for consultation.

The CLIENT will make available all necessary supplies to include but not limited to such items as printer paper for CLIENT owned printers, magnetic tapes or disk packs for replication of on-going County Court record fines, fees and property tax data.

The CLIENT will provide a designated financial institution as its depository. In this case it is understood that the depository is , and all necessary transit or identification numbers required by the SERVICES to make the required collection deposits electronically.

## 12. LIMITATIONS:

s sole liability under this Agreement shall be for providing the SERVICES. I will not be liable for any lost profits or revenues of the CLIENT. These exclusions include but are not limited to such instances as CLIENT operator errors, particularly as they relate to errors produced on the CLIENT's court management system from Tyler Technologies, or the property tax system from Appraisal and Collections Technologies (ACT) or operator errors where the operator has simply entered erroneous data to the proposed service solution. s liability hereunder for damages, under this numbered paragraph 12, regardless of the form of action, shall not exceed the fees and other charges paid by the CLIENT under this Agreement. In no event shall be liable for consequential damages under this numbered paragraph 12.

## 13. WORK HOURS AND SAFETY STANDARDS:

shall agree that (a) each of its laborers shall have wages computed on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours in the work week; and (b) no laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under safety and health standards promulgated by the Secretary of Labor by regulations (20 CFR 1518).

## 14. WORKER'S COMPENSATION:

As an entity incorporated in the State of Texas, . certifies that it is aware of the provisions of the Labor Code of the State of Texas which requires every employer to be insured against liability for workmen's compensation. Furthermore, . certifies that it will comply with such provisions and will provide upon request proof of such Workmen's Compensation Insurance to the CLIENT.

## 15. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS:

. shall comply with Title VI of the Civil Rights of 1964, as amended, to the end that no person shall, on the grounds of race, creed, color, sex, handicap, religion, age or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement. Likewise, . warrants that it shall not discriminate against any persons who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV or infection with any other probable causative agent of AIDS.

## 16. INSURANCE:

At the request of the CLIENT, . shall provide proof of comprehensive general liability in amounts satisfactory to the CLIENT.

## 17. SECURITY AND PRIVACY:

CLIENT agrees that none of its officers or employees shall use or reveal any proprietary information furnished by . for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of ., be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. . shall be notified in writing immediately upon receipt of any such order of court, pertaining to production of such information.

## 18. COVENANT AGAINST CONTINGENT FEES:

. warrants that no person or selling agency has been employed or retained to solicit or secure percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by . for the purpose of securing business. For breach or violation of this warranty, the CLIENT shall have right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the

full amount of such commission, percentage, brokerage or contingent fee.

## 19. INDEMNIFICATION:

hereby agrees to indemnify and hold harmless the CLIENT, its officers, agents and employees of and from:

- A. any and all claims made by a third party and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any claims or damages of any person or damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by any act, negligent or otherwise, of \_\_\_\_\_ under this Agreement or of \_\_\_\_\_'s employees, agents, successors and assigns;
- B. any and all claims and demands concerning destruction of the property of the CLIENT, its officers, agents, or employees occupied or used by or in the care, custody, or control of \_\_\_\_\_, or in proximity to the site of \_\_\_\_\_'s work, caused by any acts, negligent or otherwise, of \_\_\_\_\_ its agents, employees, successors and assigns under this Agreement or of \_\_\_\_\_'s employees or agents;
- C. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee or agent of \_\_\_\_\_ under this Agreement however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the CLIENT, its officers, agents or employees;
- D. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by \_\_\_\_\_ under this Agreement; and
- E. any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit required of \_\_\_\_\_

## 20. PATENTS:

If notified promptly in writing of any action (and all prior claims relating thereto) brought against the CLIENT alleging that the CLIENT's use, sale or other disposition of the products herein described (including use of licensed software) infringes on a United States patent or copyright, \_\_\_\_\_ will defend such action at its expense and will pay the costs for the injuries and damages awarded against the CLIENT in such action, provided that \_\_\_\_\_ shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. If a final injunction is obtained in such action against the CLIENT's use of the products or if in \_\_\_\_\_'s opinion the products are likely to become the subject of a claim of infringement, \_\_\_\_\_ will, at its option and at its expense, either procure for the CLIENT the right to continue using the products, replace or modify the same so that they become non-infringing, or grant the CLIENT a credit for such products as depreciated and accept their return. Depreciation shall be an equal amount per year over the life of the products as

established by \_\_\_\_\_ shall not have any liability to the CLIENT if the alleged infringement is based upon (i) use or sale of the products in combination with other products or devices which are not made by \_\_\_\_\_ or (ii) the furnishing to the CLIENT of any information, service or applications assistance. No cost or expenses shall be incurred for the account of \_\_\_\_\_ without the prior written consent of \_\_\_\_\_. In no event shall EAI's total liability to the CLIENT under or as a result of compliance with the provisions of this clause exceed the sum paid to EAI by the CLIENT for the allegedly infringing products. The foregoing states the entire liability of \_\_\_\_\_ with respect to alleged infringement of patents and copyrights by the products or any part thereof or by their operation.

## 21. ORDER OF PRECEDENCE AND VENUE

In the event of a conflict in interpretation between any of the applicable contract documents specified below, all incorporated herein by this reference, any such conflict shall be resolved by giving precedence in the following order:

### A. Implementation Strategy Document (ISD)

Only after approval of the ISD by the CLIENT shall said document be the first document in the order of precedence in the event of a SERVICES technical conflict requiring interpretation.

### B. This Agreement and any EXHIBITS or AMENDMENTS hereto

### C. The \_\_\_\_\_ proposal

The venue for this and all associated agreements shall be Hidalgo County, Texas.

## 22. TERM OF AGREEMENT:

The Agreement shall commence on the final execution date of this agreement by both parties to this Agreement and shall continue through implementation of the SERVICES, as defined by the mutually agreed ISD and it's project work plan, unless sooner terminated or extended as herein provided.

## 23. SEVERABILITY:

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## 24. STATE OF TEXAS LAWS:

This agreement shall be governed according to the laws of the State of Texas.

## 25. CONTRACT REPRESENTATIVES:

The \_\_\_\_\_, and CLIENT project teams including the Project Managers are set forth in EXHIBIT E. Any changes in the method or nature of work to be performed under this Agreement must be processed through the Project Managers respectively.

**26. NON-ASSIGNABILITY:**

The parties hereto may not assign the rights or obligations hereunder without the prior written consent of the other party.

**27. GENERAL:**

This Agreement, EXHIBITS A through G and the Proposal attached hereto and/or incorporated by reference, constitute the entire agreement, understanding and representation between and CLIENT. No modifications or amendments to the Agreement shall be valid unless in writing and signed by duly authorized representatives of the parties.

A waiver of a breach or default under this contract shall not be a waiver of any other or subsequent default.

**28. NOTICES:**

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid or Federal Express and addressed to the respective parties as follows:

Attn.: Mr. [Redacted]  
 [Redacted]  
 McAllen, Texas 78504  
 Phone #: 956:682  
 FAX #: 956:682-

**HIDALGO COUNTY DISTRICT CLERK**  
 100 N Closner  
 Edinburg, Texas 78540  
 Attn.: Mr. Noe Lopez (from the County Clerk's Office) / Project Manager  
 Phone #: 956:318-2200  
 FAX #: 956:318-2251

**HIDALGO COUNTY TAX-ASSESSOR COLLECTOR**  
 2804 S. US Hwy 281  
 Edinburg, Texas 78539  
 Attn.: Mr. Paul Villarreal / Project Manager  
 Phone #: 956:318-2157  
 FAX #: 956:318-2733

**HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL.,2**  
 224 N. 12<sup>th</sup> Street  
 Edinburg, Texas 78541  
 Attn.: Mr. Robert Leal / Project Manager  
 Phone #: 956:383-0921  
 FAX #: 956:383-7430

**HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL.,1**

212 N. 12<sup>th</sup> Street

Edinburg, Texas 78541

Attn.: Ms Aleida Lopez / Project Manager

Phone #: 956:380-4473

FAX #: 956:380-4029

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF EAI AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and \_\_\_\_\_ have caused this Agreement to be executed by their duly authorized officers as of the date below.

EAI:

CLIENT:

**HIDALGO COUNTY**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed

\_\_\_\_\_  
Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Title

Approved by Commissioners' Court on \_\_\_\_\_

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: SAH

**29. EXHIBIT A: PROFESSIONAL SERVICES DESCRIPTION**

... will provide their Internet Payment Services to CLIENT for all of the collection types performed by the following subdivisions of Hidalgo County; District Clerk, Tax Assessor-Collector and the County Justice of the Peace. While not totally inclusive, those collection types shall include such items as the collection of County District Clerk and Justice of the Peace document copy fees, document filing fees, and court fees and fines as well as Property Taxes and Motor Vehicle Registration fees.

To effect the Internet Payment Services specifically for CLIENT, ... will provide the following:

1. Access to the application software and Internet services via an Internet backbone connection provided by the CLIENT
2. All maintenance and support of the application and services software and any agreed to Web Services to meet the SERVICES requirements to include, but not be limited to, any technical or State mandated upgrades required to perform the SERVICES
3. A special Hidalgo County CASHIERING Web site and hosting service to include all remote server hardware as well as maintenance and support for same in order to provide for the remote payment of Hidalgo County Court fees, fines, property taxes and motor vehicle fees
4. Training of specified County Clerk staff on the operation of services specifically for the County Clerk and the special Hidalgo County CASHIERING fee and fine payment Web site
5. Standard reports of reconciliation for the each of the County subdivisions identified for service, all predicated on existing application software fields, those fields include but not limited to tasks, date, time period (i.e. weekly), location, Unique Employer Identifier and Credit Card Processing Center Authorization Code
6. All necessary credit card supplies that may be required to perform the task of manually entering a credit card collection should the automated system be inactive for an inappropriate amount of time. Attendant with these supplies will also go all the necessary training for use of these supplies

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**30. EXHIBIT B: PROJECT IMPLEMENTATION PLAN OVERVIEW**

1. Agree on Project expectations of all parties involved in the implementation of the SERVICES
2. Ascertain project personnel and their responsibilities for each implementation phase
3. Make mutually agreed to no cost customized changes to software and services
4. Provide modified product proto-type for review by Hidalgo County Project Team
5. Provide Project Team Training
6. Test Internet access and database access
7. Perform final acceptance testing

**31. EXHIBIT C: PROJECT SCHEDULE  
MILESTONE ESTIMATED DELIVERY TIME FRAMES**

The time frames listed below commence from the date of delivery of the proposed SERVICES Agreement. Failure to complete any milestone listed within the time frame agreed below can impact the completion of the remaining milestones.

<b>PROJECT MILESTONE</b>	<b>TIME FRAME</b>
Delivery, execution and acceptance of Professional Services Agreement	01 – 10 Days
Delivery of Contracted SERVICES & Manual Collection Supplies	01 – 45 Days
Delivery of Hidalgo County web based CASHIERING Fee / Fine and Property Tax Payment Web based payment services solution	20 – 45 Days
Delivery of Project Team Training	30 – 60 Days
Completion of final acceptance testing	60 - 90 Days

## 32. EXHIBIT D: PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES

- (1) Hon. Armando Barrera, RTA  
Hidalgo County Tax Office (New Administration Bldg)  
Attn: Mr. Paul Villarreal / Project Manager  
2804 S. Business Hwy 281  
Edinburg, Texas 78539  
Phone: 956-318-2157 Fax: 956-318-2733
- (2) Hon. Laura Hinojosa, District Clerk  
Hidalgo County Courthouse  
Attn: Mr. Rene Rangel / Project Manager  
100 N. Closner  
Edinburg, Texas 78540  
Phone: 956-289-7808 Fax: 956-318-2251
- (3) Hon. Arturo Guajardo, County Clerk  
Hidalgo County Courthouse  
Attn: Mr. Noe Lopez / Project Manager  
100 N. Closner  
Edinburg, Texas 78540  
Phone: 956-318-2200 Fax: 956-318-2105
- (4) Justice of the Peace-Gilbert Saenz  
(Precinct 1, Place 1)  
Attn: Ms. Eustolia Hernandez/ Project Manager  
1902 Joe Stephens Blvd, Suite 301  
Weslaco, Texas 78596  
Phone: 956-447-3995 Fax: 956-447-9522
- (5) Justice of the Peace-Jesus Morales  
(Precinct 1, Place 2)  
Attn: Mr. Adam Guerrero/ Project Manager  
1902 Joe Stephens Blvd, Suite 302  
Weslaco, Texas 78596  
Phone: 956-968-0707 Fax: 956-698-8872
- (6) Justice of the Peace-Bobby Contreras  
(Precinct 2, Place 1)  
Attn: Ms. Ofelia Ortiz/ Project Manager  
300 W. Hall Acres, Suite F  
Pharr, Texas 78577  
Phone: 956-748-3540 Fax: 956-784-3541
- (7) Justice of the Peace-Rosa Treviño  
(Precinct 2, Place 2)  
Attn: Ms. Rachel Bueno / Project Manager  
300 W. Hall Acres, Suite D  
Pharr, Texas 78577  
Phone: 956-787-1986 Fax 956-787-9343
- (8) Justice of the Peace-Luis Garza  
(Precinct 3, Place 1)  
Attn: Ms. Kimberly Echavarría / Project Manager  
730 Breyfogle, Suite C  
Mission, Texas 78572  
Phone: 956-519-8422 Fax: 956-519-1796
- (9) Justice of the Peace-Ismael Ochoa  
(Precinct 3, Place 2)  
Attn: Daisy Zarate  
730 Breyfogle, Suite A  
Mission, Texas 78572  
Phone: 956-581-2124 Fax: 956-581-2134
- (10) Justice of the Peace-Charlie Espinoza  
(Precinct 4, Place 1)  
Attn: Ms. Aleida Lopez / Project Manager  
212 N. 12<sup>th</sup> Ave.  
Edinburg, Texas 78541  
Phone: 956-380-4473 Fax 956-380-4029
- (11) Justice of the Peace-Homer Jasso  
(Precinct 4, Place 2)  
Attn: Mr. Robert Leal / Project Manager  
222 N. 12<sup>th</sup> Ave.  
Edinburg, Texas 78541  
Phone: 956-383-0921 Fax 956-383-7430
- (12) Justice of the Peace-E. Speedy Jackson  
(Precinct 4, Place 1)  
Attn: Ms. Aleida Lopez / Project Manager  
212 N. 12<sup>th</sup> Ave.  
Edinburg, Texas 78541  
Phone: 956-380-4473 Fax 956-380-4029

## 33. EXHIBIT E: PROJECT MANAGERS

- (1) Hidalgo County Tax Office  
Mr. Paul Villarreal
- (2) District Clerk  
Mr. Rene Rangel
- (3) County Clerk  
Mr. Noe Lopez
- (4) Justice of the Peace- Precinct 1, Place 1  
Ms. Eustolia Hernandez
- (5) Justice of the Peace- Precinct 1, Place 2  
Mr. Adam Guerrero
- (6) Justice of the Peace- Precinct 2, Place 1  
Ms. Ofelia Ortiz
- (7) Justice of the Peace-(Precinct 2, Place 2)  
Ms. Rachel Bueno / Project Manager
- (8) Justice of the Peace-(Precinct 3, Place 1)  
Ms. Kimberly Echavarria / Project Manager
- (9) Justice of the Peace-(Precinct 3, Place 2)  
Ms. Daisy Zarate
- (10) Justice of the Peace- Precinct 4, Place 1  
Ms. Aleida Lopez
- (11) Justice of the Peace- Precinct 4, Place 2  
Mr. Robert Leal / Project Manager
- (12) Justice of the Peace- Precinct 4, Place 1  
Ms. Aleida Lopez

34. EXHIBIT F: Convenience Fee Schedule

A. Credit Card Fees

This proposed credit card processing service (including support for the application software Services) will be provided to the County at No Charge. Re-imbursement for these services will be through a Convenience Fee\* that will be charged by [redacted] to the Credit Card holder. The proposed fee will be [redacted] per \$100 (please see the sample chart below).

Beginning Dollar Range	Ending Dollar Range	Fee <sup>1</sup>
\$ 0.01	\$ 100.00	\$ [redacted]
\$ 100.01	\$ 200.00	\$ [redacted]
\$ 200.01	\$ 300.00	\$ [redacted]
\$ 300.01	\$ 400.00	\$ [redacted]
\$ 400.01	\$ 500.00	\$ [redacted]
\$ 500.01	\$ 600.00	\$ [redacted]
\$ 600.01	\$ 700.00	\$ [redacted]
\$ 700.01	\$ 800.00	\$ [redacted]
\$ 800.01	\$ 900.00	\$ [redacted]
\$ 900.01	\$ 1,000.00	\$ [redacted]
\$ 1,000.01	AND UP	The above sample chart illustrates the [redacted] per [redacted] flat fee that will continue in the same manner for any credit card charges covered under this proposal.

<sup>1</sup>These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, [redacted] will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, [redacted] will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and [redacted]

**B. Electronic Check Fees**

The proposed solution will also provide an Electronic Check component to this overall proposed solution. The following is the fee schedule that will be utilized for this offering:

<b>Beginning Dollar Range</b>	<b>Ending Dollar Range</b>	<b>Fee<sup>2</sup></b>
\$ 0.01	\$ 100.00	\$
\$ 100.01	\$ 200.00	\$
\$ 200.01	\$ 400.00	\$
\$ 400.01	\$ 800.00	\$
\$ 800.01	\$ 1,000.00	\$
\$ 1,000.01	\$ 2,000.00	\$
\$ 2,000.01	\$ 4,000.00	\$
\$ 4,000.01	\$ 8,000.00	\$
\$ 8,000.01	\$ 12,000.00	\$
\$ 12,000.01	\$ 25,000.00	\$
\$ 25,000.01	AND UP	1% of Transaction

<sup>2</sup> These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and

**35. EXHIBIT G: SIGNATURE AUTHORIZATION**

**HIDALGO COUNTY**

**CERTIFICATION OF AUTHORIZATION:**

I hereby certify that Mr / Ms \_\_\_\_\_ of HIDALGO COUNTY is entitled to represent the County of Hidalgo, Texas and is authorized to sign a contract with

Signature: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Office and/or Department \_\_\_\_\_

Date: \_\_\_\_\_

**Notarization**

I do hereby certify that the aforementioned individual of HIDALGO COUNTY, known to me as \_\_\_\_\_, appeared before me on this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Typed/Printed Notary Public Name

My Commission Expires:

\_\_\_\_/\_\_\_\_/\_\_\_\_