

## Evangelina Garcia

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**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]  
**Sent:** Wednesday, November 28, 2012 10:15 AM  
**To:** 'Steve Crain'  
**Cc:** 'Evangelina Garcia'  
**Subject:** FW: IVR

**Importance:** High

Mr. Crain:

Just an FYI on response received from ACS legal counsel explaining the company's position on limited liability issue.

Marty

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**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]  
**Sent:** Wednesday, November 28, 2012 9:57 AM  
**To:** 'Martha Salazar'  
**Subject:** FW: IVR

Marty:

Forwarding you a response sent from ACS regarding this liability limits listed on the agreement that our legal has a concern with. Mr. Jacobs is providing a brief but detailed summary of this clause. Not sure if you would like to send this to legal for his information but I just want to keep you and legal up to date on the latest from ACS.

Thank you

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**From:** Stephanie Palacios [mailto:stephanie.palacios@co.hidalgo.tx.us]  
**Sent:** Wednesday, November 28, 2012 9:26 AM  
**To:** 'Jacobs, David'  
**Cc:** 'Laura Hinojosa'; 'Evangelina Garcia'  
**Subject:** RE: IVR

Thank you!

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**From:** Jacobs, David [mailto:David.Jacobs@xerox.com]  
**Sent:** Wednesday, November 28, 2012 9:05 AM  
**To:** Stephanie Palacios (stephanie.palacios@co.hidalgo.tx.us); Evangelina Garcia (evangelina.garcia@co.hidalgo.tx.us)  
**Subject:** FW: IVR

From our legal.

David C. Jacobs, PMP®  
Project Manager, Juror Solutions  
Parking and Justice Solutions  
Xerox Services  
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Lexington, KY 40504

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✉️ david.jacobs@xerox.com

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**From:** Davis-Diehl, Joseph  
**Sent:** Wednesday, November 28, 2012 10:04 AM  
**To:** Jacobs, David  
**Subject:** RE: IVR

David,

Our main points on the limitation of liability in Section 11 are as follows:

1. This section helps Xerox to better understand the risks we face entering into this contract. Because this provision limits our risk, we are able to provide a better price.
2. This section provides a limitation on the amount of damages that the County can seek for certain types of claims. It does NOT mean that the County has no remedies whatsoever. It just means the County cannot get more money from Xerox for a breach of contract claim than the County has paid Xerox.
3. The wording in this Section 11 does not contain a reference to amounts paid by the County in the last 12 months. Therefore, the liability cap in this contract is actually higher than the liability cap to which the County has agreed in our previous contracts.

Thanks,  
Joe

**Joseph Davis-Diehl**  
**Contracts Manager**  
Xerox State & Local Solutions, Inc.  
8260 Willow Oaks Corporate Drive  
Fairfax, VA 22031  
Tel: 703-891-8782  
[Joseph.Davis-Diehl@xerox.com](mailto:Joseph.Davis-Diehl@xerox.com)

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**From:** Jacobs, David  
**Sent:** Tuesday, November 27, 2012 9:13 AM  
**To:** Davis-Diehl, Joseph  
**Subject:** FW: IVR

Joe,

Would you please put together an email for Hidalgo with talking points on section 11 of the agreement. See request below.

**David C. Jacobs, PMP®**  
**Project Manager, Juror Solutions**  
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**From:** Stephanie Palacios [<mailto:stephanie.palacios@co.hidalgo.tx.us>]  
**Sent:** Monday, November 26, 2012 1:14 PM  
**To:** Jacobs, David  
**Cc:** 'Evangelina Garcia'  
**Subject:** RE: IVR

David, I just spoke to my boss and she is going to request for Purchasing to move forward and place item on commissioner's court agenda and she has requested if you could have your legal email her top 5 or top 10 talking points to discuss/explain the IVR agreement specifically on keeping section 11 just incase she needs go in front of the commissioner's court.

Thanks!

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**From:** Evangelina Garcia [<mailto:evangelina.garcia@co.hidalgo.tx.us>]  
**Sent:** Monday, November 26, 2012 12:03 PM  
**To:** 'Martha Salazar'  
**Cc:** 'Laura Hinojosa'; 'Stephanie Palacios'; 'Jacobs, David'; 'Martha Salazar'  
**Subject:**

Marty:

Can you please forward to legal the above attached document in place with ACS. This was an agreement that the County's legal and legal from ACS worked together and came to agreement and thus is now in place. This document more specifically page 3 section 8 contains the same language that our legal now is expressing a concern with the software services agreement in connection to the District Clerks Office wanting to purchase the IVR System with ACS. Our legal expressed a concern on paragraph 11 of the agreement (see attached document) and this is where we are at.

We had a conference call on or around 11:15 or so with District Clerks Office and ACS (David Jacobs) and their attorney. Unfortunately, our legal was not able to join us on this conference call. Their point to the matter is that our legal approved the prior agreement with that clause in place and now is of concern on this new agreement for the purchase of the IVR System.

Can you please review the attached information and discuss with Mr. Crain for directions. I'm thinking Mr. Crain will probably state that we can move on with the project however he will disclose to Commissioners Court of his concern as he states on the email. I just need to move forward with this project.

Please let me know if there are any questions.

Thank you

**VANGIE Y. GARCIA, CONTRACT'S MANAGER**  
**HIDALGO COUNTY PURCHASING DEPARTMENT**  
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