

AMENDMENT TO SERVICE CONTRACT
E-12-252-09-25

RECEIVED
FEB 13 2013
By None

By and Between the County of Hidalgo, Texas ("Client")
And Network Sciences, Inc. ("Provider")

Whereas Client wishes to add to the number of licensed County users of the Provider's software, which usage is governed by the above referenced contract,

Provider hereby grants an additional software license to Client to be used under this contract by the Hidalgo County Sheriff's department at a cost of **\$2,400** per year for the remainder of the Service Contract with Client.

All other terms and conditions of the subject contract apply.

Approved by Commissioner's Court on 2-12-13RD

For: Network Sciences, Inc.

For: County of Hidalgo, Texas

John Wise
John Wise, President

Ramon Garcia
Ramon Garcia, County Judge

2/8/2013
Date

2-21-13
Date

Approved by Commissioners' Court
on 2/12/13RD

Attest:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk

Approved As To Form:
District Attorney's Office

By: Josephine Ramirez
Josephine Ramirez, Asst. DA



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

E-12-252-09-25

September 5, 2012

Network Sciences, Inc.
C/O Abram Gordon
14205 Burnet Road Ste., 110
Austin, Texas 78728

Via email: agordon@netsci.net
Cert. Mail: 7099 3220 0002 9744 7430
Effective from: 10-26-2012 thru 10-25-2013

Re: C-11-200-10-25
"Software Services for Indigent Health Care System for Hidalgo County"

Dear Mr. Abram:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's first year option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of September 25, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Wednesday, September 12, 2012, via facsimile to (956) 956-292-7612 or email to: cris.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: John B. Wei

Date: 9/19/2012

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications.)

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department

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

3. This Contract shall be for a period of one (1) year beginning October 26, 2011 and ending on October 25, 2012 . **The County shall have the sole option to extend this Contract for two (2) additional one (1) year term(s).** County shall provide the Company a minimum of sixty (60) days notice of its intent to renew this Contract for each additional one (1) year term. County also reserves the right to continue this Contract for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

6. As consideration for rendering the Service provided for in this Contract, the

County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted quarterly by Company.

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

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

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

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

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

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

If to County: **The County of Hidalgo**
 Attn: County Judge
 1615 So. Closner, Suite J
 Edinburg, Texas 78539

If to Company **Network Sciences, Inc.**
 Attn: Abram Gordon
 14205 Burnet Road, Ste. 110
 Austin, Texas 78728

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

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

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

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

17. **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 County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

WITNESS our hands in duplicate originals this _____ day of _____, 2011.


COUNTY OF HIDALGO

ATTEST:

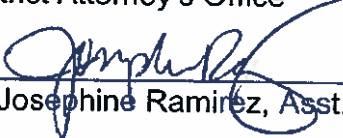

Arturo Guajardo Jr., County Clerk

By: 
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 10/25/11 RD

COMPANY: 
By: _____
Printed Name: John B. Wise
Title: President

APPROVED AS TO FORM:
District Attorney's Office

By: 
Josephine Ramirez, Asst. DA

- C. AI-36603 Approval to add/delete fuel card(s) and/or driver(s) for:
 1. Constable Pct No. 2 - Change License plate numbers
 2. Head Start - new cards
 3. Constable Pct No. 4 - new cards
 4. Juvenile Justice Center/Detention - card only
 5. Hidalgo County Safety Division- New card/Fuel card Driver

- D. AI-36663 Requesting approval for payment to project engineer, R. Gutierrez Engineering Corporation, Contract #C-09-485-01-12, Invoice #3264 for Tower Road Drainage Project in the amount of \$3,200.60. *Subst. to*

- E. AI-36517 Approval of the following with 2GS, LLC contracted vendor for Acevedo Subdivision Unit #4, Pct. No. 3 as submitted through project engineer Javier Hinojosa Engineering. (C-CAP-12-138-07-24):
 1. Application for payment No. 4 (Retainage) in the amount of \$35,450.92;
 2. "Certificate of Construction Completion" reflecting the completion date of December 06, 2012.

APPROVED

F. AI-36893 Approval and acceptance of Amendment to current contract (E-12-252-09-25) with Network Sciences to include additional licenses for software use.

- G. AI-36880 Purchasing:
 1. Requesting approval to pay the 2013 The American Institute of Architects License Renewal in the amount of \$3,449.00 (req #231206) with authority for the County Treasures to issue check after review, audit and processing procedures are completed by the County Auditor.

 2. Requesting approval to pay the 2013 Annual Membership for Texas Public Purchasing Association in the amount of 50.00 (req # 230421) with authority for the County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

 3. Requesting approval to pay the 2013 Texas Comptroller of Public Accounts in the amount of \$100.00 (req. # 230418) with authority for the County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

H. AI-36872 Acceptance and approval of request for payment of Invoice #1223400-4 in the amount of \$ 251,746.02 submitted by CAS Companies in connection with the "Hidalgo County Renovations and Annex of Modular Buildings" Project amid PO#682714 with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.

I. AI-36877 Acceptance and approval of request for payment of Invoice #110270712 in the amount of \$44,424.87 submitted by CAS Companies in connection with the "Hidalgo County Morgue Renovation" Project amid PO#663746 with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.