

THE STATE OF TEXAS     §  
                                          §  
COUNTY OF HIDALGO     §

**AGREEMENT FOR CONSULTING SERVICES  
C-19-018-12-18**

THIS AGREEMENT is made by and between **THE COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and **SYNTAX WARE ("Consultant")** to serve at the pleasure of the Hidalgo County Commissioner's Court.

**W I T N E S S E T H:**

**WHEREAS**, County desires to contract with a consultant to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter;

**WHEREAS**, Consultant has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

**NOW, THEREFORE**, for the mutual consideration expressed hereinafter, County and Consultant agree as follows:

1. The Consultant agrees to perform support and services for existing the County In House Application and Development, on including but not limited to defect resolution, new software development as needed, technical support, maintenance of database for systems, and support for salary upload and payroll processes, as described in the Consultant's proposal - Hidalgo County Software Maintenance Proposal, attached hereto, and the Scope of Services attached hereto as Exhibit A (the "Services") and made a part hereof.

2. As consideration for Services of Consultant described herein, County agrees to pay Consultant the fees as outlined in Exhibit B-Cost for Services page, which is attached to and made a part of this Agreement.

3. This Agreement shall be for a period commencing on **January 01, 2019** and terminating on **December 31, 2019** with the County's option to renew for one (1) additional year at the same rates, terms and conditions unless earlier terminated as provided herein. The County reserves the right to continue this Agreement for an additional sixty (60) day Grace Period at the end of the Agreement.

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

5. County and Consultant agree that County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.



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.

12. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any contrary to law, and whenever this 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 hereof, 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.

13. No Waiver. No waiver by County 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.

14. 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 County and Consultant and not otherwise.

15. 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.

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

17. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement.

18. Assignment. This Agreement shall not be assignable; provided, however, that Consultant may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant is not excused from and/or does not delegate its duties hereunder.

19. 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.

20. 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.

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

22. Ethical Provision. It is understood that employee(s) of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Agreement. Consultant warrants that no employee or agent of the County has been retained to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any employee(s) of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Agreement, or as an inducement for entering into this Agreement. The unauthorized offering or receipt of such payments may result in the immediate termination of this Agreement.

23. 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 the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant. County, 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 County.

24. Indemnity and Hold Harmless. Consultant agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are solely attributable to the acts or omissions of Consultant or the acts or omissions of Consultant's employees, agents or other representatives, including the violation of any law or regulation related to Consultant's duties under this Agreement.

25. The Consultant, his agents and employees, are independent contractors performing professional services for the County and are not employees of the County. The Consultant, its agents and employees shall not be entitled to any of the benefits afforded to employees of the County as a result of this Agreement.

26. Any information given to or developed by the Consultant in performance of this Agreement shall be kept confidential and shall not be available to any individual or organization by the Consultant without the prior written approval of the County.

27. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified

immunity available to County as to any claim or action of any person, entity, or individual against County.

28. Consultant agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant or the acts or omissions of employees, agents or other representatives of Consultant including the violation of any law or regulation related to Consultant's duties under this Agreement.

29. Non-Discrimination. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation, race, color, national origin, religion, sex, age, veteran status, or disability.

30. Appendix II to CFR 200-Contract Provisions. Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

[SIGNATURE PAGE TO FOLLOW]

**WITNESS THE HANDS OF THE PARTIES AND** effective as of the 1<sup>st</sup> day of January, 2019.

**COUNTY OF HIDALGO, TEXAS**

By:

\_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**SYNTEX WARE**

By:

\_\_\_\_\_  
Printed Name: Charles Graham

**APPROVED AS TO FORM:**  
Office of the Criminal District Attorney  
Ricardo Rodriguez Jr.

By: \_\_\_\_\_  
Victor M. Garza, Assistant District Attorney

**EXHIBIT A**

**EXHIBIT "B"**

**EXHIBIT "C"**  
**INSURANCE DOCUMENTATION**

## Hidalgo County Software Maintenance Proposal

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Dear Hidalgo County Administration,

The following is a pricing proposal for the support and services of all existing Hidalgo County in house applications and development needs. The annual support fee includes defect resolution, new software versions required due to defects, technical support, maintenance of databases for systems, support for the entire salary upload process and payroll process.

**Proposed Annual Support Fee: \$129,600**

The support fee is calculated based on a projected estimate of hours of support distributed between Database Administration, Systems Monitoring, Technical Support, Defect Resolution, Technical Services, Consulting, and New Feature Development. A change in actual hours required will not change the annual support fee, however the new feature development allowance has a maximum of 250 hours. Additional new feature development hours can be purchased for \$150/hour.

## Exhibit A

### Scope of Services

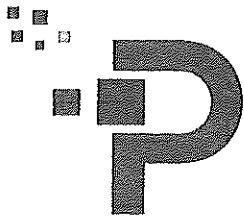
The Scope of Work will entail providing Hidalgo County with software support and maintenance for In-House applications and advanced technical support for the Payroll Department.

1. Software Maintenance Support for the following Hidalgo County Applications: TAAP, Invoice Tracker, Sanitation System, Payroll Reports and any additional systems created under this contract.
  - a. Defect Resolution
  - b. New software versions required due to defects
  - c. Technical support
  - d. Database Administration and Maintenance
2. Support for entire salary upload process
  - a. Create new versions of upload software as needed
  - b. Resolve defects in upload software
3. Support Payroll Department as needed by automated manual tasks, performing data investigation
4. 250 hours of custom development for new features, new systems or custom reporting needs.

Hidalgo County will provide any equipment and accounts necessary to access county network and systems within the Scope of Services.

Exhibit B  
Cost of Services

DESCRIPTION	PRICE
Software Support Contract	\$10,800 per month



DEPARTMENT  
County of Hidalgo

2812 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
www.co.hidalgo.tx.us/purchasing

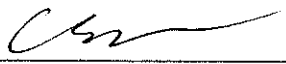
### Affidavit of Sole Proprietorship

The undersigned affiant, Charles Graham, states he/she is a sole proprietor, doing business as, SyntaxWare, located at 2411 E Steel Ave, EDINBURG TX, and conducting business with the County of Hidalgo in the State of Texas.

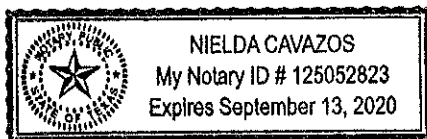
Affiant will provide services for County of Hidalgo under a purchase order which will be issued upon approval by the Hidalgo County Purchasing Department.

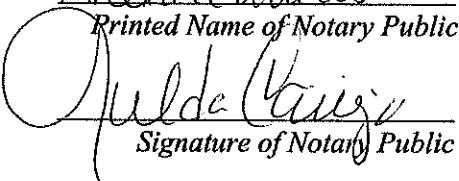
Affiant further states that he/she has no employees and does not anticipate employing any while conducting business with the County of Hidalgo. In the event Affiant does employ any staff during the performance of work under any contract or agreement with Hidalgo County, Affiant must immediately notify Hidalgo County and obtain the appropriate Workers' Compensation insurance to remain compliant with the applicable statutory requirements. Furthermore, Affiant acknowledges that failure to do so will result in cancellation of the purchase order, and/or risk nonpayment.

Affiant swears and affirms that the statements above are true and correct and are within the personal knowledge of Affiant.

Charles Graham  
*Printed Full Name of Affiant*  
  
*Signature of Affiant*

SUBSCRIBED AND SWORN before me, a Notary Public, in and for the County of Hidalgo in the State of Texas this the 17<sup>th</sup> day of December, 2018, to certify which, witness my hand and seal of office.



Nielde Cavazos  
*Printed Name of Notary Public*  
  
*Signature of Notary Public*

AFFIX NOTARY STAMP / SEAL ABOVE

My Commission expires on Sept 13, 2020.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SyntaxWare  
 Edinburg, TX United States

Certificate Number:  
 2018-434288

Date Filed:  
 12/15/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2019-018  
 Software Maintenance and Support, General Technical Support

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Charles, Graham	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party.


### 6 UNSWORN DECLARATION

My name is Charles Graham, and my date of birth is 05/28/1982.

My address is 2411 E. Steel Ave, Edinburg, TX, 78542, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County County, State of Texas, on the 15<sup>th</sup> day of December, 2018.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

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 12/17/2018

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 SyntaxWare  
 Edinburg, TX United States

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 Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
 2019-018  
 Software Maintenance and Support, General Technical Support

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Charles, Graham	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)