



Tanya Delira <tanya.delira@co.hidalgo.tx.us>

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## 2020-612 "Body Cameras for Law Enforcement"

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David Cantu <david.cantu@da.co.hidalgo.tx.us>

Tue, Nov 24, 2020 at  
3:18 PM

To: Tanya Delira <tanya.delira@co.hidalgo.tx.us>

Cc: "ramirez, josephine" <josephine.ramirez@da.co.hidalgo.tx.us>, "garza, victor" <victor.garza@da.co.hidalgo.tx.us>, "vina, robert" <robert.vina@da.co.hidalgo.tx.us>

Good Afternoon Ms. Delira,

Our office has reviewed the proposed terms and conditions for the agreement between the County of Hidalgo and Brite, regarding "Body Cameras for Law Enforcement." At this time our office approve as to form subject to the following recommendations:

- At Page 5 at the "Payment" paragraph; we recommend replacing the paragraph with the following:

Payment: Full payments of service charges shall be made upon receipt of written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251. Software and/or additional hardware, if any, will be billed separately. Brite Computers reserves the right to suspend any/all services if payment is not received in a timely manner.

(If need be, please insure Brite understands the (31) day payment timeframes allowed pursuant to the prompt payment act)

- At Page 6 at the "arbitration" paragraph; we recommend replacing the paragraph with the following:

Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, if agreed upon by both parties, shall be settled by arbitration, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator (s) may be entered into any court having jurisdiction thereof, if agreed upon by both parties. For that purpose, the Parties hereto consent to the jurisdiction and venue of an appropriate court located in Hidalgo County, State of Texas. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the courts as costs, in addition to any other relief to which the prevailing Party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one (1) year subsequent to the date the cause(s) of action accrued regardless of whether damages were otherwise as of said time calculable.

(Notice the recommended language in the arbitration paragraph makes the arbitration non-binding. County does not agree to binding arbitrations)

Please let us know if there are any questions or concerns.

Sincerely,

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