

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AGREEMENT FOR CONSULTING SERVICES

C-22-0580-

THIS AGREEMENT is made on the _____ day of _____ by and between **THE COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas (hereinafter “County”), and **SyntaxWare** (“Consultant”) to serve at the pleasure of the Hidalgo County Commissioner’s Court.

WITNESSETH:

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

WHEREAS, Consultant has agreed to provide services enumerated hereinafter to County.

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

1. Consultant agrees to provide the County with ongoing, as needed, **Consulting Services Related to all technical support and defect resolution for the InvoiceTracker and Sanitation Permitting System with additional technical support and defect resolution for TAAP system, payroll reporting and salary upload process** (hereinafter “Service”) as offered by Consultant. The Services include, but are not limited to, the items listed on Exhibit “A” (the “Scope of Services”), which is attached and made a part of this Agreement.

2. For and in consideration of the Services to be rendered by the Consultant, as identified in Exhibit “A”, attached hereto, County agrees to pay Consultant the amounts specified in Exhibit “B” “Cost of Services” page, which is attached hereto and made part of this Agreement.

3. Consultant must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant represents and maintains that s/he is an independent Consultant and is not an employee of County or any agency thereof, and represents and warrants that s/he does not desire or request any fringe

benefits provided to employees to County. Consultant agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

4. The County may terminate this Agreement without cause upon thirty (30) days written notice at any time for any reason or no reason at all. In the event this Agreement is terminated without cause by County, but not otherwise any unpaid fees or compensation owing to Consultant at the time of termination under this Agreement will be due and payable to Consultant within thirty (30) days following the time of termination of the Agreement.

5. Consultant may not assign the obligations or rights under this Agreement to any person without the prior written consent of the County.

6. Consultant agrees to comply with the Title VI of the Civil Rights Act of 1964, as amended.

7. The term of this Agreement shall be for a period of **one (1) year(s)**, commencing on **January 01, 2023**, and expiring on **December 31, 2023**, and may be extended at the sole discretion of the County for an addition **one (1) one (1) year** term(s) under the same rates, terms, and conditions unless this Agreement is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and under the same rates, terms and conditions.

8. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: **The County of Hidalgo
County Judge
100 E. Cano St., 2nd Floor
Edinburg, Texas 78539**

If to Consultant: **SyntaxWare
Attn: Charles Graham
2411 E. Steel Ave,
Edinburg, Texas 78539**

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.

9. Conflict with Applicable Law. Nothing in this Consultant 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 Contract 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

10. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. Entire Agreement. This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant and not otherwise

12. 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.

13. 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.

14. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

15. 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 any duties hereunder.

16. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

17. Gender and Number. All pronouns used in this Contract 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.

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

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

20. 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 the County. *Agreements for the acquisition,*

including lease of real or personal property under Tex. Loc. Govt. Code §271.903: In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant. County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of the County in accordance with Tex. Loc. Govt. Code

§271.903 (Vernon Supp. 1996).

21. 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 primarily attributable to the acts or omissions of Consultant or the acts or omissions of Consultant employees, agents or other representatives, including the violation of any law or regulation related to Consultant's duties under this Agreement.

22. Representation and Warranties. Consultant represents and warrants to County all representations and warranties made by Consultant are true and correct as of the date hereof. In the event any representation or warranty of Consultant hereunder is or becomes incorrect or untrue, Consultant agrees to promptly notify County thereof, in which event County may, in its sole discretion elect to terminate this Agreement, for cause, in the manner herein provided. Consultant acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant as herein contained as a material inducement to County to enter into the Agreement.

23. Insurance. Consultant shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

- (1) **Workers Compensation Insurance:** Workers Compensation insurance in amounts established by Texas law, unless the Consultant is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. Seq. Workers Compensation policies must include other States Endorsement to include TEXAS if the

business is domiciled outside the State of Texas.

- (2) **Comprehensive General Liability insurance** policy with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) providing additional coverage to all underlying liabilities of County. Policy shall cover, but not be limited to, the Consultants activities in providing the Services for County; all persons, vehicles, equipment connected with providing Services; and theft or loss of the Consultant's property.
- (3) **Automobile liability insurance policy**, covering all owned, non-owned or hired/leased automobiles, with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
- (4) **Uninsured/Underinsured motorist coverage**, in an amount equal to the auto liability limits set forth immediately above;

24. 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.

25. Nondiscrimination. Consultant, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Contractor agrees to comply with the provisions and requirements of Title VI of the Civil Rights Act of 1964, and assurances therein, which are incorporated herein and made a part of this agreement for all purposes.

26. Required Contract Provision for Contracts Subject to Federal Award (if applicable). If

applicable, Consultant agrees to abide by provisions of Appendix II to 2 CFR 200-Contract Provisions for non- Federal Entity Contracts under Federal Awards and required Federal Emergency Management Agency (FEMA) contract clauses which are incorporated herein and made part of this agreement for all purposes.

27. Confidentiality. Contractor, including, without limitation, its employees and agents, shall not disclose privileged or confidential communications or information acquired in the course of the performance of services under this Contract, unless authorized by law. Contractor agrees to safeguard and adhere to all confidentiality, privacy and security requirements according to this Contract and the applicable federal, State and local rules and regulations for all information deemed confidential. Release of information is subject to the provisions of the Texas Public Information Act (PIA).

28. Amendments. Any amendments to this Agreement will be effective only if in writing and signed by the County and Contractor.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON

Agenda Item No. 88096

Executive Office: _____

VENDOR:
SyntaxWare

COUNTY:
COUNTY OF HIDALGO

Charles Graham., Owner

Hon. Richard F. Cortez, County Judge

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

ATTEST:

ADA Name, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)

EXHIBIT

A

Scope of Services

Application Maintenance Proposal

Dear Hidalgo County Administration,

The following is a proposal for the support and services from SyntaxWare. The proposal includes all technical support and defect resolution for the InvoiceTracker and Sanitation Permitting System. Additionally, technical support and defect resolution is included for the month of January 2023 for the TAAP system, payroll reporting and salary upload process. Primary form of communication with our support staff will be via email for accountability purposes.

Base Support Fee: \$65,100 ⁽¹⁾

January 2023 Additional Support Fee: \$5,000 ⁽²⁾

InvoiceTracker Attorney Vouchers Development: \$15,000 ⁽³⁾

Additional Custom Development Fee: \$200/hour ⁽⁴⁾

Additional months of support for the TAAP system and payroll support can will be billed at the January 2023 additional support rate.

- (1) Annual support fee includes defect resolution, new software versions required due to defects, technical support, and maintenance of databases for systems. Hardware support servers running the software is not included. Billed monthly. Hours used for support are not tracked with no guaranteed minimum.
- (2) Additional support fee includes defect resolution, new software versions required due to defects, technical support, maintenance of databases for TAAP, Payroll Reporting and support for the entire salary upload process. Hardware support for biometric clocks and servers running the software is not included. Billed at end of January.
- (3) See page 2 for scope of work. Billed at completion of project.
- (4) Custom development fee will be billed after development is approved by Hidalgo County. This would include the addition of new features to software systems such as adding fields to software systems, creating customized reports, or extending existing functionality.

SyntaxWare Invoice Tracker Enhancement Proposal

Attorney Vouchers Support

Request By: Hidalgo County Auditor's Office

Project Description:

Add functionality to the existing Invoice Tracker application to facilitate tracking Attorney Vouchers.

"We want to look into taking the existing tracker application and building in completely new screens and tables specific to attorney vouchers. For this version we would only need invoice#, vendor#, address, invoice type, specialist, status, and comments fields. For vouchers returned due to discrepancies, I would like to know what is sent back with a status update; however, an actual discrepancy notice will not need to be generated."

SCOPE OF WORK:

Update existing database with new fields and tables to support attorney vouchers workflow.

Create UI screens for the creation and maintenance of Attorney Vouchers.

Build out the data integration system between Invoice Tracker and ALIO for Attorney Vouchers.

WORK NOT IN SCOPE:

Building out reports for new data. This work has not been specified yet and will be handled after feature is built out.

COST:

The changes necessary for this scope of work will take 100 development hours at \$150 per development hour. Total cost is \$15,000.

EXHIBIT

B

COST OF SERVICES

EXHIBIT B

Cost of Services

| Description | Amount |
|--|-----------------|
| Base Support Fee | \$65,100 |
| January 2023 Additional Support Fee: | \$5,000 |
| InvoiceTracker Attorney Vouchers Development | \$15,000 |
| TOTAL | \$85,100 |