

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**CONTRACT FOR SERVICE
C-24-0029-03-05**

THIS CONTRACT is made and entered into this **5th** day of **March 2024**, by and between The **County of Hidalgo, Texas** by and through the **Hidalgo County Commissioners Court** (the “**County**”), and **Network Sciences, Inc.** (“**Company**”).

WHEREAS, County requested responses to notices for Request for Proposals (RFP) for: **“Software Services for Indigent Health Care System”** for the **County** (the “**Services**”). A copy of the procurement packet, including applicable specifications, is attached hereto as **Exhibit “A”** (the “**Procurement Packet**”), and is incorporated herein for all purposes;

WHEREAS, Company submitted a response to provide services in accordance with the specifications as proposed. A copy of the Company’s response to the Procurement Packet is attached hereto as **Exhibit “B”** (the “**Response**”), and is incorporated herein for all purposes;

WHEREAS, County has determined that Company has submitted the lowest and best bid to meet County's requirements for the Service, as herein described.

WHEREAS, Company represents that it is qualified and desires to perform such services; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Procurement Packet, the Commissioners Court of County awards this contract to Company.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. During the term of this Contract, Company shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained in **Exhibit “A”** Procurement Packet and **Exhibit “B”** Company’s Response. Services shall be performed within Hidalgo County. The Company will not begin to work or incur costs until authorized in writing by the County with the release of an authorized Purchase Order or other appropriate written authorization by the County or its 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. County reserves the right to evaluate any services provided by the Company and to reject the same if not in compliance with the specifications as provided in **Exhibits “A” and “B”**. If the County finds it necessary to require changes in the work provided because of errors made by the Company, the County shall require the Company to correct the work at no cost to the County and without amendment to the Agreement. Further, Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **two (2)** year(s), commencing on **March 5, 2024** and expiring on **March 4, 2026**, unless sooner terminated. The term of this agreement may be extended at the County’s sole discretion for three (3) additional one (1) year term(s) under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for the unforeseen delay in award of new bid for the next contract term.

4. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in **Exhibit “B”**, payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

5. **Licenses/Certifications.** 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, including the State of Texas, during the term hereof to provide the Services. Company further represents that it is qualified to perform and execute the services described above. If such license or permit is suspended or revoked, this Contract shall automatically be terminated and Company shall immediately notify the County. Company shall provide the County with all current state certifications, permits, and/or licenses with applicable seals, or as otherwise required by the State of Texas.

6. **Equipment.** If applicable, Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. 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.

7. **Independent Contractor.** The Company must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Company under this Agreement. Notwithstanding the foregoing sentence, Company represents and maintains that Company is an Independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Company does not desire or request any fringe benefits provided to employees of

County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. This Contract and the performance by the Parties hereunder does not create an agency relationship or master-servant relationship. Company agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Company will incur no financial obligation on behalf of the County without prior written approval of the County. Company will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings. The County will have no right to direct or control the details, manner or means by which Company or its affiliates provide the Services, except as otherwise set forth in this Agreement. Company agrees to not take any action that is detrimental to, or not in the best interest of the County.

8. **Termination.** Either party may terminate this Agreement and all related contracting agreements for any reason upon sixty (60) days written notice.

9. **Non-Exclusive Services of Company.** Hidalgo County reserves the right to request this Product, Good and/or service from other sources other than the Company and shall not be in violation of any terms or conditions of this Agreement.

10. **Insurance.** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Company's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See **Exhibit "C"** attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request. Company will be considered in breach of contract should the Company fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and immediate termination of the Agreement. Additionally, Company covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the conclusion of this Agreement.

11. INDEMNIFICATION. COMPANY SHALL INDEMNIFY AND HOLD COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, DAMAGES, LOSSES AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS CONTRACT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE COMPANY'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE COMPANY. UPON WRITTEN NOTICE FROM THE COUNTY, THE COMPANY WILL RESIST AND DEFEND AT ITS OWN EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE COMPANY WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.

12. 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 either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

If to Company: Company Name: Network Sciences, Inc.
 Attn: Abram Gordon
 10109 Lake Creek Parkway #170669
 Austin, Texas, 78717

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 addresses or if mailed at such time as it is deposited in the United States mail.

13. VERITYSOURCE SPECIFIC PROVISIONS.

a. Terms of Use.

a.1 Access to Software

Only ("Users") are permitted to access and use Software subject to the terms of this Agreement and other applicable contract terms as mutually executed.

All Users must be employees of Customer. Exceptions can be made if agreed to in writing by both parties;

By using the Software, all Users agree to the applicable terms and conditions herein;

All Users must have a unique username and password; no single login for multiple Users is allowed;

Customer is solely responsible for managing User access. Customer is solely responsible for identifying authorized users, authorized organizations, activating Users, and, if applicable, ensuring proper agreements are in place to share Customer ePHI available in Software with other users and/or other organizations.

Any requests for modifications or additions to Software are subject to the NSI Product Enhancement Requests (“PER”) policy set forth below.

NSI is not obligated per the terms of the Agreement to provide custom software development to the Customer. However, the Customer may from time to time need unforeseen product enhancements as defined above. The Customer may submit a Product Enhancement Request (“PER”) in writing to NSI for review. The Customer should expect to work actively with NSI to fully define the request and should be prepared to be involved in frequent discussions that could take weeks or even months, depending on the complexity of the request. In consultation with the Customer, NSI will respond to the PER with a written quote containing fees, a statement of work, and timeline to be approved by the Customer. The Customer must approve in writing all Professional Services prior to incurring any cost obligations.

To clarify, any request for Software to perform any function that it does not currently do in full at the time the request is made is considered a PER.

If NSI determines the PER is feasible and beneficial, or if NSI determines in its sole discretion that the work involved is minimal, NSI may choose to develop the PER at no cost to Customer. NSI will notify the organization of the intent to complete the PER and the timeline in which we expect the PER to be completed. Timelines are subject to change.

Should NSI decide not to develop the PER, or should Customer decide the timeline for the development of the PER is not satisfactory, Customer may choose to pay for the development or for an expedited timeline.

After development, the requested product enhancement becomes part of the standard NSI software. NSI retains all rights, title, and interest in the (enhanced) software, including without limitation, all copyrights, patents, trademarks, and other proprietary rights.

a.2 Product Restrictions

The Customer is not purchasing any software. Users authorized by Customer and subject to approval of NSI may access Software under the terms of this Agreement. NSI retains all title to and ownership of the Software, and all intellectual property rights therein, and reserves all rights not expressly granted to Customer in this Agreement. Customer may not license or transfer, either in whole or in part, any rights under this Agreement. Customer

may not rent, lease, or lend the Software Product to any organization or user other than those specifically authorized.

a.3 Software Copyright

The Software is owned by NSI, and is protected by United States copyright laws. Customer may not remove the copyright notice from any copy of the Software or any copy of the written materials, if any, accompanying the Software. Pursuant to Title 17, United States Code, Section 512I(2), notifications of claimed copyright infringement should be sent to NSI's Contact listed in Section 19 hereof.

a.4. Limitations on Using, Copying, and Modifying the Software.

The Software Product may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except that any User may download one copy of the Software Product on any User's computer for that User's use only, provided that (i) all copyright and other proprietary notices are kept intact, (ii) no modifications are made to the Software Product, (iii) the Software Product is not used in a manner that suggests an association with or endorsement of any product, service, opinion, cause or anything else, (iv) the Software Product is not downloaded and used in such a way that can be used to avoid the Usage charges in Exhibit B. The use of the Software Product on any other Web site or networked computer environment is prohibited. Customer agrees not merge any portion of the Software into, or integrate any portion of the Software with, any other program.

a.5. Decompiling, Disassembling, or Reverse Engineering.

Customer acknowledges that the Software contains trade secrets and other proprietary information of the NSI and its licensors. Customer agrees not to decompile, disassemble, reverse engineer, or otherwise reduce the Software to a human-readable form, or engage in any other activities to obtain underlying information that is not visible to the user in connection with normal use of the Software. In particular, Customer agrees not to print the Software source code or display the Software's source code on any computer screen or to make any hardcopy memory dumps of the Software's object code for any purpose. Custom further agrees that providing access to or showing Software to any other vendor with intent to replicate Software or Software functionality is a breach of this Section, of the License Agreement, and is prohibited.

a.6 Software Access

Access to the Software is via the Internet. NSI is not responsible in any way for Users' Internet connections.

b. Staff.

NSI is an independent contractor and neither NSI nor NSI's staff is or shall be deemed to be employed by Customer. NSI reserves the right to determine the method, manner, work order, and means by which Services will be performed. If the Services are performed at the Customer's premises, then NSI's time spent at the premises is to be at the discretion of the NSI; subject to the Customer's normal business hours and security requirements. NSI shall not be required to devote the full time of NSI's staff to the performance of the services required hereunder.

c. No Warranty.

c.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NSI AND ITS SUPPLIERS PROVIDE THE SOFTWARE PRODUCT AND SERVICES (WHETHER IN WRITTEN OR COMPUTER EXECUTABLE FORM OR OTHERWISE) “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS WITH NO WARRANTY WHATSOEVER

c.2 CUSTOMER EXPRESSLY AGREES AND UNDERSTANDS THAT (i) USE OF THE SOFTWARE PRODUCT IS AT CUSTOMER’S SOLE RISK AND CUSTOMER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO USERS’ COMPUTERS OR DATA, AND (ii) NSI CAN NOT PREVENT THE RISK OF UNINTENTIONAL DISCLOSURE OF DATA DUE TO SHORTCOMINGS OF COMPUTER, SOFTWARE, AND NETWORK TECHNOLOGY, HARDWARE FAILURES, UNAUTHORIZED ENTRY (HACKING), OR HUMAN ERROR.

c.3 NSI MAKES NO WARRANTY THAT THE SOFTWARE PRODUCT WILL MEET CUSTOMER REQUIREMENTS, OR THAT ACCESS TO THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES NSI MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE PRODUCT OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SOFTWARE PRODUCT OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

c.4 NSI MAKES NO OTHER WARRANTIES, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF AVAILABILITY, OF RESULTS, OF LACK OF VIRUSES, OF INFRINGEMENT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES.

d. Waiver of Liability.

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR AS ADDRESSED PURSUANT TO THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, TO USERS, TO USERS’ EMPLOYERS, OR TO ANY OTHER PARTY FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER A CLAIM OR ACTION IS ASSERTED IN CONTRACT OR TORT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO NSI IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY NSI.

e. Termination.

Upon termination of this Agreement pursuant to clause 8 above, (i) Access to Software terminates upon the termination date (30-days after notice is provided); and, (ii) the data stored for all Individuals will be destroyed by NSI in accordance with HIPAA guidelines within 30-days of the termination date unless Customer agrees to cover any and all costs associated with storing, maintaining, and or transferring data (“Termination Costs”); and, (iii) NSI will have no obligation thereafter to refund any amount already paid under the terms of this Agreement; and, NSI will have no obligation to perform any additional services. Additional formats or remedies can be used upon mutual agreement. Customer agrees that NSI may delete all Customer ePHI in its possession in accordance with HIPAA standards if Customer does not provide NSI with written intent to pay applicable Termination Costs for storing, maintaining, or transferring data prior to the date of termination.

f. No Personal Liability.

Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, agent, shareholder, or owner of the Customer or NSI, and Customer and NSI expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, agent, shareholder, or owner of the Customer or NSI.

g. Survival.

The provisions of Sections a. (Terms of Use), c. (No Warranty), d. (Waiver of Liability), and f. (No Personal Liability) shall survive any termination or expiration of this agreement and shall continue to bind the parties and their permitted successors and assigns.

14. GENERAL PROVISIONS.

- a. **Assignment.** Except as otherwise herein provided, Company shall not assign the obligations or rights under this Agreement to any person without the prior written consent of County.
- b. **Conflict with Applicable Laws.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there 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 thereof, 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. 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.
- c. **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.

- d. **Governing Law.** 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 Company hereby consents to personal jurisdiction in Hidalgo County, Texas.
- e. **Successors.** 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.
- f. **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 ninety (90) days written notice to Company. 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. *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 Company, 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 at the expiration of each budget period of County in accordance with the Texas Local Government Code.
- g. **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.
- h. **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.
- i. **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.
- j. **Entire Agreement.** This Agreement contains the entire agreement 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 an agreement in writing executed by County and Company, and not otherwise.

- k. **Purchasing Ethics.** Company represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:
- i. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of County, or for any elected official, department head or employee or former elected official, department head or employee of County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an office of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of County.
 - ii. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- l. **Void Contract.** Company understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred in the procurement process.
- m. **Nondiscrimination.** Company, 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. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.
- n. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- o. **Required Contract Provision for Contracts Subject to Federal Award (if applicable).** Pursuant to 2 CFR 200.327, 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. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were

provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

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

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON MARCH 5, 2024.

Agenda Item No. _____

Executive Office: _____

VENDOR:
NETWORK SCIENCES, INC.

COUNTY:
COUNTY OF HIDALGO, TEXAS

[Name, Title]

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Michelle Lopez, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)