

awarded vendor Environmental Systems Research Institute (ESRI) in the total amount of \$6,502.43, with authority for County Judge to sign all required documentation.

H. Facilities Management:

1. AI-93201 Requesting approval of Invoice No. 40220 in the amount of \$2,209.67 through PO# 860200 for B2Z Engineering in reference to material testing through County Contract #C-22-0728-01-01 (Work Authorization #1); with authority for Facilities Management Director Oscar Villarreal to sign all required documentation.
2. AI-93107 Requesting authority to exercise the final one (1) year contract extension with Alvin Patina DBA Patina Fire and Safety for Fire Extinguisher Equipment and Maintenance (C-20-367-11-17).

I. Health & Human Services:

1. AI-93228 Requesting declaration of public purpose pursuant to The Texas Constitution Article 3, Sec. 52 for the purpose of purchasing outreach items including but not limited to Bella Luna Journal for a period of 11/14/2023 to 12/31/2023.
2. AI-93213 Pursuant to TxLGC 263.151.(1) requesting authorization to surplus and remove assets from Hidalgo County Health and Human Services inventory, declared as "Salvage Property" listed in "Exhibit A" due to items deemed obsolete, damaged and of no value for the purpose for which it was originally intended.

J. Human Resources:

1. AI-93196 Requesting approval of the first (1) Amendment to contract (C-19-221-02-11) with Gallagher Benefit Services, Inc. Consulting Agreement, with authority for County Judge to sign all required documents.

K. IT Department:

1. AI-93169 Requesting approval of a 12 month internet service order (#023937-02), between Foremost Telecommunications and Internet Service located at 1920 Southeast Industrial Dr. Bldg. A, for a total amount of \$2,209.67 per month, with authority for County Judge to sign all required documents.
2. AI-93157 Requesting approval to exercise the first and final one (1) year extension as permitted in the current contract (C-22-0580-11-29) with Charles Graham (SyntaxWare) under the same rates, terms, and conditions.

L. Juvenile Probation:

1. AI-92970 Requesting authority to advertise and approval of the solicitation packet for "Drug Testing & Collection Services", for Hidalgo County Juvenile Justice Center with authority to re-advertise if necessary (RFB 23-0422).

M. Sheriff's Office:

APPROVED



NOTICE

October 30, 2023
SyntaxWare
Attn: Charles Graham
2411 E. Steel Ave.
Edinburg, Texas 78539

Delivered via email:
Charles.graham@syntaxware.com
Term: 01/01/2024 – 12/31/2024

Re: **Extension 1 of 1 for Contract #:
C-22-0580-11-29 "Consulting Services Agreement"**

Dear Mr. Graham,

This letter is to notify you that Hidalgo County has chosen the option to exercise first and final one (1) year extension under the same rates, terms, and conditions for the above referenced project. To proceed, please return the following to Hidalgo County Purchasing Department via email to ived.sepulveda@co.hidalgo.tx.us no later than **3P.M on Wednesday, November 8, 2023:**

1. Certificate of Interest Parties – Form 1295 [Link to File Form \(state.tx.us\)](#)
 - a. On box 3, please reference – **22-0580**
2. Updated Certificate of Insurance – ensure Hidalgo County is listed as a Certificate Holder
3. Signed Acknowledgment of Receipt of this Notice from an authorized representative

This item will be placed on the next available Commissioners' Court meeting for approval. Failure to submit all items requested in a timely manner, may result in delay of award.

Charles Graham
Authorized Representative Name

[Signature]
Signature

11/06/2023
Date

Hidalgo County Purchasing Department appreciates your business. If any further assistance is required, please do not hesitate to call Ived Sepulveda, Contract Specialist I, at (956) 318-2626, extension 4861.

Sincerely,

Ignacio Amezcua
Ignacio Amezcua, MBA, CTCM, CTCD
Hidalgo County Purchasing Director

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
Pharr, TX United States

Certificate Number:
2023-1091031

Date Filed:
11/03/2023

Date Acknowledged:

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

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.

22-0580
Software Maintenance and Support

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Graham, Charles	Pharr, 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 [REDACTED]

My address is 1003 W. Fig Ave, Pharr, TX, 78577, 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 6 day of November, 2023.
(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**

Certificate Number:
 2023-1091031

Date Filed:
 11/03/2023

Date Acknowledged:
 11/06/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 SyntaxWare
 Pharr, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 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.
 22-0580
 Software Maintenance and Support

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Graham, Charles	Pharr, 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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007	FAX (A/C. No.):
	E-MAIL ADDRESS: contact@hiscox.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hiscox Insurance Company Inc	10200	
INSURED SyntaxWare 1003 W Fig Ave Pharr, TX 78577	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P100.023.500.6	01/01/2024	01/01/2025	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ S/T Gen. Agg.
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**
 Hidalgo County
 2802 US 281 Business
 Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ju
P1/4

- 2. AI-88096 A. Requesting exemption under Texas Local Government code, 262.024(a)(4) a personal or professional service;

C-22-0580-11-29

- B. Acceptance and approval of a professional service agreement with Charles Graham for the provision of maintenance/support services for the Hidalgo County IT Department including all required and statutory submissions, with effective date of 01-01-2023 for an initial term of one year with the County's option to renew/extend for an additional one year term

APPROVED

ju
P4/3

- 3. AI-88421 Requesting approval to enter into a 36 Month Term Lease with Dell Marketing through Hidalgo County's Participation/Membership with DIR Cooperative Contract [DIR-150-5705] in the amount of \$29,913.50 per month, with authority for County Judge to sign all required documents.

ju
P4/3

- 4. AI-88303 Requesting approval to purchase storage hardware, 36 month subscription service, and installation through Hidalgo County's membership/participation with Omnia Partners Cooperative Contract No. 2018011-02, awarded vendor SHI International Corp., in the amount of \$ 217,095.69 with authority for County Judge to sign any required documentation.

H. Health & Human Services Dept.

ju
P3/4

- 1. AI-88463 Approval to exercise 30 day "Termination Notice" as stated on the Lease Agreement with William Scotsman, Inc. as requested by Hidalgo County Health and Human Services due to services no longer needed and with authorization for Mr. Eduardo Belmarez, Hidalgo County Purchasing Agent to sign the Termination Notice.

ju
P2/3

- 2. AI-88430 Requesting approval of a short term Interlocal Cooperation Agreement (ICA) between the University of Texas Rio Grande Valley (UTRGV) and the County of Hidalgo to provide a variety of services to help improve the self-sufficiency, health and well-being of the residents in the area.

I. Elections Department

ju
P4/3

- 1. AI-88570 Requesting authority to ratify purchase order no. 856266 and AI-88113, dated 11/15/2022 for the license and support of the additional 194 Verity Scans in the amount of \$40,707.33.

ju
P4/3

- 2. AI-88501 Requesting approval to renew the equipment warranties for voting equipment with Hart Intercivic in the amount of \$115,140.00 through the sole source declaration dated 11/21/2017, AI-62615 for the year 2023.

J. Budget & Management

ju
P4/3

- 1. AI-88189 Presentation to award to the best qualified vendor meeting all specifications and/or requirements for the "Printing and Mailing Post Cards (courtesy/scofflaw notices) services" with Usio Output Solutions through the Request for Bids (RFB C-22-0524--MEG)

K. Sheriff's Office

ju
P4/3

- 1. AI-88547 Requesting authority and approval to advertise the procurement packet as attached hereto for the "Third Party Administrator for Willacy County Regional Detention Facility" through RFP 22-0646-12-22-ABV including the re-advertising if necessary.

ju
P4/3

- 2. AI-88494 Requesting acceptance and approval of the proposal submitted by Diaz Floors & Interiors, INC in the total amount of \$ 63,310.84 through TIPS Cooperative Contract No. 2011-0201 for the purchase and installation of new tile for the Criminal Investigation Division.

L. Co. Wide



THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AGREEMENT FOR CONSULTING SERVICES

C-22-0580-11-29

THIS AGREEMENT is made on the 29th day of November 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 extend 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 November 29, 2022

Agenda Item No. 88096

Executive Office: MS

VENDOR:
SyntaxWare

COUNTY:
COUNTY OF HIDALGO

Charles Graham
Charles Graham (Dec 2, 2022 15:29 CST)
Charles Graham., Owner

Richard F Cortez
Hon. Richard F. Cortez, County Judge

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

ATTEST:



by: Josephine Ramirez-Solis
by: Josephine Ramirez-Solis (Dec 5, 2022 09:19 CST)
Amanda Austin, Assistant District Attorney

Arturo Guajardo Jr
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

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
Pharr, TX United States

Certificate Number:
2022-937245

Date Filed:
09/22/2022

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.

22-0580-IVS
Software Support and Maintenance

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Graham, Charles	Pharr, 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 1003 W Fig (street), Pharr (city), TX (state), 78577 (zip code), USA (country).

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

Executed in Hidalgo County, State of Texas, on the 22 day of September 2022 (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**

Certificate Number:
2022-937245

Date Filed:
09/22/2022

Date Acknowledged:
10/27/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SyntaxWare
Pharr, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
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.
22-0580-IVS
Software Support and Maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Graham, Charles	Pharr, 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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007 FAX (A/C. No.):	
	E-MAIL ADDRESS: contact@hiscox.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hiscox Insurance Company Inc		10200
INSURED SyntaxWare 1003 W Fig Ave Pharr, TX 78577	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P100.023.500.4	01/01/2022	01/01/2023	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ S/T Gen. Agg.
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**
 Hidalgo County
 2802 US 281 Business
 Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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C-22-0580-11-29

Final Audit Report

2022-12-08


Created:	2022-11-30
By:	Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKxqdxANaErC-eYxQjd5hhoMTR-UEQfCc

"C-22-0580-11-29" History


-  Document created by Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
2022-11-30 - 7:54:03 PM GMT
-  Document emailed to charles.graham@syntaxware.com for signature
2022-11-30 - 7:57:39 PM GMT
-  Email viewed by charles.graham@syntaxware.com
2022-12-02 - 9:24:28 PM GMT
-  Signer charles.graham@syntaxware.com entered name at signing as Charles Graham
2022-12-02 - 9:29:09 PM GMT
-  Document e-signed by Charles Graham (charles.graham@syntaxware.com)
Signature Date: 2022-12-02 - 9:29:11 PM GMT - Time Source: server
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
2022-12-02 - 9:29:13 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
2022-12-05 - 3:04:54 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2022-12-05 - 3:05:24 PM GMT - Time Source: server
-  Document emailed to josephine.ramirez@da.co.hidalgo.tx.us for signature
2022-12-05 - 3:05:26 PM GMT
-  Email viewed by josephine.ramirez@da.co.hidalgo.tx.us
2022-12-05 - 3:16:49 PM GMT
-  Signer josephine.ramirez@da.co.hidalgo.tx.us entered name at signing as by: Josephine Ramirez-Solis
2022-12-05 - 3:19:50 PM GMT

 Document e-signed by by: Josephine Ramirez-Solis (josephine.ramirez@da.co.hidalgo.tx.us)


Signature Date: 2022-12-05 - 3:19:52 PM GMT - Time Source: server

 Document emailed to countyjudge@co.hidalgo.tx.us for signature


2022-12-05 - 3:19:55 PM GMT

 Email viewed by countyjudge@co.hidalgo.tx.us

2022-12-07 - 3:16:55 PM GMT

 Signer countyjudge@co.hidalgo.tx.us entered name at signing as Richard F Cortez


2022-12-07 - 9:48:30 PM GMT

 Document e-signed by Richard F Cortez (countyjudge@co.hidalgo.tx.us)


Signature Date: 2022-12-07 - 9:48:32 PM GMT - Time Source: server

 Document emailed to karina.esparza@co.hidalgo.tx.us for approval

2022-12-07 - 9:48:34 PM GMT

 Email viewed by karina.esparza@co.hidalgo.tx.us

2022-12-07 - 9:50:11 PM GMT

 Signer karina.esparza@co.hidalgo.tx.us entered name at signing as Karina Esparza

2022-12-08 - 4:30:04 PM GMT

 Document approved by Karina Esparza (karina.esparza@co.hidalgo.tx.us)


Approval Date: 2022-12-08 - 4:30:06 PM GMT - Time Source: server

 Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature

2022-12-08 - 4:30:08 PM GMT

 Email viewed by arturo.guajardo@co.hidalgo.tx.us

2022-12-08 - 4:42:18 PM GMT

 Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.


2022-12-08 - 4:42:53 PM GMT

 Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)

Signature Date: 2022-12-08 - 4:42:55 PM GMT - Time Source: server

 Document emailed to Karina Esparza (karina.esparza@co.hidalgo.tx.us) for approval

2022-12-08 - 4:42:57 PM GMT

 Email viewed by Karina Esparza (karina.esparza@co.hidalgo.tx.us)

2022-12-08 - 4:43:18 PM GMT

 Document approved by Karina Esparza (karina.esparza@co.hidalgo.tx.us)

Approval Date: 2022-12-08 - 4:43:39 PM GMT - Time Source: server

✔ Agreement completed.

2022-12-08 - 4:43:39 PM GMT