



RT LAWRENCE CORPORATION

For AUTO / TAX OFFICES - EDINBURG

SOFTWARE LICENSE AGREEMENT & TOTAL SYSTEM SUPPORT SERVICE

Approved on C.C. on NOVEMBER 26, 2013 Ai 41554

ATTEST:

Hidalgo County Clerk

100 North Closner

Edinburg, Texas 78539

A handwritten signature in black ink, appearing to read "Arturo Guajardo Jr.", written over a horizontal line.

Arturo Guajardo Jr., County Clerk

8.2 Fees Due For Breach. In the event that one of the parties hereto breaches or defaults on any of its obligations or responsibilities under this Agreement (the "Breaching Party"), then on behalf of the party not in default (the "Non-Breaching Party"), the Breaching Party shall indemnify, and be responsible for, the reasonable attorneys' fees, costs, and expenses incurred by the Non-Breaching Party in enforcing or remedying any breach hereunder by the Breaching Party.

8.3 Assignment. Neither party may assign this Agreement unless mutually agreed upon by the parties, such agreement not to be unreasonably withheld by either party. However, in no event shall this Agreement be assigned to a competitor of Vendor.

8.4 Rights Cumulative; Non-Waiver. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure or delay by either party to enforce any contract term herein shall not be deemed a waiver of future enforcement of that or any other term.

8.5 Severability. In the event any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had not been contained herein.

8.6 Force Majeure. Neither Vendor nor Customer shall be held responsible for any delay or failure in performance of this Agreement caused by fires, strikes, embargoes, government requirements, acts of God or public enemy or other similar causes beyond their reasonable control.

8.7 Order of Precedence. Unless otherwise provided herein or agreed to in a signed writing, documents will apply in the following descending order of precedence: (i) main body of this Agreement; (ii) Exhibits "A" and "B;" and (iii) all other transaction documents.

8.8 Entire Agreement. This Agreement, the Exhibits and documents incorporated herein, are the final, full and exclusive expression of the understandings of the parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral and written, of either party.

By signing below, the Parties agree to be bound by the terms of this Agreement and any attached Exhibits.

~~OPEX CORPORATION ("Vendor")~~
By: _____
Title: Asst. Dir. Corp. Legal Affairs
Date: 5/6/2014

Hidalgo County Tax ("Customer")
By: Ramon Garcia
Title: County Judge
Date: _____

Approved by Commissioners' Court
on 11/26/13 RO

EXHIBIT "A" EQUIPMENT SCHEDULE

- 1) Customer's Name: Hidalgo County Tax
- 2) The Equipment covered by this Agreement is located at the following Site(s):
 - Main Office S
 - Administration Bldg 2804
 - US Highway 281
 - Edinburg, TX 78539

- 3) The Equipment covered by this Agreement includes the machines described below:
 - (a) Machine Description: Model 72, Rapid Extraction Desk
Serial Number(s): 17991
 - (b) Machine Description: AS7200 Scanner
Serial Number(s): A02968

By signing below, the Parties agree to be bound by the terms of the Agreement and this Exhibit "A."

OPEX CORPORATION ("Vendor")
By: _____
Title: Asst. Dir. Op. Mgmt. Affairs
Date: 5/6/14

Hidalgo County Tax ("Customer")
By: Ramon Garcia
Title: County Judge
Date: _____

Approved by Commissioners' Court RO
on 11/26/13

E. Tax Office:

1. **AI-41554** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, 262.024 (a) (7) (A);

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

B. Acceptance and approval of a "Sole Source Declaration" with RT Lawrence Corporation (RTL) for the mail deposit processing system and the "Software License Agreement and Total System Support Service" with said sole source designation remaining in effect as long as the Tax Office posses and utilizes the hardware and software commencing upon Commissioners Court action;

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

C. Requesting authority the purchase of a new Mail Deposit Processing System including Software License Agreement and Total System Support Services to assist in the processing of Tax Statements within the Hidalgo County Tax Office;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

Attachments:

QUOTE

REQUISITION

SOLE SOURCE LETTER

AI-41554
CC REGULAR

Purchasing Department 20. F. 1.

Meeting Date: 11/26/2013

Submitted For: Hon. P. Villarreal,
Jr-ICC-RTA

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, 262.024 (a) (7) (A);

B. Acceptance and approval of a "Sole Source Declaration" with RT Lawrence Corporation (RTL) for the mail deposit processing system and the "Software License Agreement and Total System Support Service" with said sole source designation remaining in effect as long as the Tax Office possesses and utilizes the hardware and software commencing upon Commissioners Court action;

C. Requesting authority the purchase of a new Mail Deposit Processing System including Software License Agreement and Total System Support Services to assist in the processing of tax Statements within the Hidalgo County Tax Office;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-15-140-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req # 246666

Attachments

REQUISITION

QUOTE

SOLE SOURCE LETTER

Form Review

Inbox
Purchasing Department
Budget & Management
Auditor's Office
Purchasing Department

Reviewed By
Darlene Betancourt
Olivier Calzada
Monica Brando
Marty Soliman

Date

11/21/2013 02:04 PM
11/21/2013 03:32 PM
11/22/2013 01:34 PM
11/22/2013 01:50 PM

Form Started By: Darlene Betancourt

Final Approval Date: 11/22/2013

Started On: 10/31/2013 08:57 AM