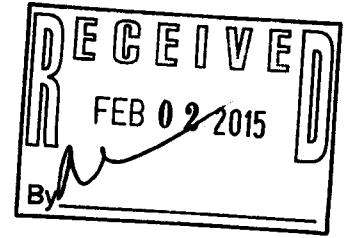


**DRAKE COMMUNICATIONS, INC.**  
202 W McCart St., Suite 200  
Krum, TX. 76249



**EXPERT MANAGEMENT AGREEMENT**

Drake Communications, Inc. (D.C.I.) agrees to provide Expert Management Services for the identified product(s) listed under EQUIPMENT located at the Hidalgo County Elections. Subject to the following terms and conditions:

**EQUIPMENT: Elections Interactive Voice Response (IVR)**

**PAYMENT:** For the Term of the Agreement, Customer shall pay D.C.I. as follows:

- \$4,800.00 (plus applicable sales taxes) per year, term beginning January 19, 2015 until January 18, 2016
- A. For equipment itemized, this payment shall cover: 1. All routine parts and labor required as a consequence of normal wear and tear. 2. Maintenance of the Keystone IVR, including: hardware, troubleshooting and repair. 3. All recordings including recording of polling locations, menus (menu changes to be designed by customer). 4. Creation of Keystone IVR compatible databases from master voter file (MVF) data provided by customer. 5. System back up services and rebuilding of lost application files. 6. As part of our contract, D.C.I. will implement menu changes (recording, and routing) with written notification from the customer, including written script changes, or written confirmation of phone request from customer. 7. Requests with less than eight (8) working hours notification will be completed as quickly as possible but without guarantee of meeting the customer's requested deadline. **In short, we maintain your entire system, application, software, and hardware.**
- B. Services covered by this Agreement will be provided 24 hours a day, D.C.I.'s personnel will be available to Customers, during normal business hours (8:30 a.m. to 5:00 p.m. C.S.T.), Monday through Friday at (972) 243-2500. For services outside these hours please call (972) 243-2500 and choose prompt for emergency service on a 7 day a week basis.
- Service is available 365 days per year. It is expected that 95% of all work will be done remotely. If on site work is required, a FLAT trip charge of \$400.00 will apply. Service to non-maintenance customers is \$480.00 per hour.
- C. Expert Management customers have no limit to the number of hours spent by D.C.I. staff to maintain their system and all costs other than the trip charge are covered by the agreement

**RESPONSE TIME GOAL:**

- D.C.I. will make diligent effort to respond to Customer requests for corrective maintenance as follows:
- a. With dispatch of a service technician to Customer problem within minutes and not longer than two (2) hours of initial customer notification of emergency conditions.
- b. With dispatch of a service technician to Customer problem within minutes and not longer than Eight (8) working hours or twenty-four (24) clock hours for non-emergency conditions.

**EXCLUSIONS FROM MAINTENANCE:**

Moves of the system for any reason are not the result of system malfunction and therefore not a maintenance item. If Customer requires the services of D.C.I. in connection with the relocation of the equipment, Customer will pay D.C.I. for such services at D.C.I.'s then current standard rate.

This Agreement does not cover damages due to or failure of the equipment caused by actions other than wear and tear resulting from normal use, including but not limited to misuse, negligence, accident, theft or unexpected loss, abuse, connection to direct current, fire, flood, wind, lightning, acts of terrorism or other acts of God. Some of these costs can often be recouped by claiming loss on Customer insurance policies. Also not covered are improper wiring, installation, repair or alteration by anyone other than D.C.I. Repairs necessitated by any of the above excepted causes shall be made by D.C.I. at its standard charges for labor and materials.

**NOTICES:**

Any written communication required to be given thereunder will be sent to the address of the contact person listed or to such other address as advised by written communication. All notices to D.C.I. shall be sent via certified or registered mail and shall be deemed effective three (3) days after mailing.

**TERM:**

This agreement will automatically renew annually at the then current Expert Management Agreement rate as applicable. D.C.I. will invoice prior to the renewal date for the subsequent year's maintenance. Invoice is due and payable prior to the anniversary of the commencement date. Government agencies who cannot have renewable contracts are exempt from this clause and this clause only.

The Customer has the right to cancel the contract within the last thirty (30) days of the anniversary of the expiration date of the contract. Any communication to this effect should be in writing meeting the terms and conditions under NOTICES above.

**SUCCESSOR OF PARTIES BOUND:**

This Agreement and all its provisions shall inure to and become binding upon heirs, executors, administrators, successors and assigns of the parties hereto.

**ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Customer and D.C.I. with respect to the Expert Management of the equipment. Customer has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties and representations specifically set forth herein. This agreement becomes binding only upon written acceptance by the principal or authorized representative of Drake Communications, Inc.

**SPECIAL CONDITIONS:**

**DRAKE COMMUNICATIONS, INC**

By: Cecil Drake 

Title: President

Date: 1/14/15

**CUSTOMER**

By: Ramon Marcia

Title: County Judge

Date: 2-5-15


Billing Address: \_\_\_\_\_

Equipment Site: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone # \_\_\_\_\_

Fax # \_\_\_\_\_

Approved by Commissioners' Court  
on 1/20/15 

Zimbra

moises.salazar@co.hidalgo.tx.us

**RE: Maintenance Agreement with Drake Communications.**

**From :** Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Fri, Jan 16, 2015 04:46 PM

**Subject :** RE: Maintenance Agreement with Drake Communications.

**To :** 'Moises Salazar' <moises.salazar@co.hidalgo.tx.us>

**Reply To :** josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Moises,

I have reviewed the attached maintenance agreement and approve as to form.

Thank you,

**Josephine Ramirez Solis**  
*Assistant Criminal District Attorney*  
Chief - Civil Division  
**Office of Criminal District Attorney**  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
(956) 318-2313 ext. 3823  
(956) 318-2079 FAX  
[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

\*\*\*\*\*  
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REPLY E-MAIL TO [josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us) AND DELETE THE COMMUNICATION.**  
\*\*\*\*\*

**From:** Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]  
**Sent:** Friday, January 16, 2015 4:33 PM  
**To:** josephine ramirez  
**Subject:** Maintenance Agreement with Drake Communications.

Hello Ms Josie,  
We have created an agenda item for this coming Tuesday's Commissioners' Court to declare Drake Communications a Sole Source for the Maintenance of the Interactive Voice Response System for the Elections Department.

The Quote from Drake Communications includes a Maintenance Agreement.

We are requesting your help to review, comment and/or approve as to form?

Appreciate your help.

Thank you.  
From the desk of:

*Moises Salazar, Buyer III*  
*Hidalgo County Purchasing Department*

1/16/2015

Zimbra

2802 South Business Hwy 281  
Edinburg, TX 78539  
(956) 292-7000 Ext. 4863  
(956) 318-2626  
(956) 292-7612 Fax  
[moises.salazar@co.hidalgo.tx.us](mailto:moises.salazar@co.hidalgo.tx.us)

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**Vote:** 5 - 0 - Unanimously

2. **AI -48130** Acceptance and approval of "First Amendment" to the lease agreement between Hidalgo County [currently housing Dept of Human Resources] to reflect name change of lessor from Jack McClelland to JDMC Investments, LLC.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

3. **AI -48155** Discussion, consideration, and action/approval of final Interlocal Cooperation Agreement between Hidalgo County and the City of Edinburg for: "The Disposal of Non-Hazardous Solid Waste."

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

4. **AI -47997** Acceptance and approval to enter into an Interlocal Cooperative Agreement between Hidalgo County (all elected offices, departments, programs and/or agencies thru all funding sources) and the Education Service Center, Region 20 (Coop) with the purpose of participating in the cooperative purchasing services of Purchasing Association of Cooperative Entities (Pace) as an additional procurement resource with authority for County Judge to execute document and thus permit Purchasing Agent or Designee to complete and fulfill the online Interlocal/Resolution Documents.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

5. **AI -47970** Requesting approval of the continuation of the "Membership Agreement" between National Joint Powers Alliance (NJPA) and Hidalgo County, thus allowing the County to continue utilization of the procurement resources that are compliant with bidding requirements with no cost to Hidalgo County.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

**B. Elections:**

1. **AI -48087** A. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7) an item that can be obtained from only one source;

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:** 5 - 0 - Unanimously

B. Requesting approval of a "Sole Source Declaration" for Drake Communications, Inc. for the provision of Support and Maintenance Services for the Keystone IVR System used by HC-Elections Department any other applicable HC Elected Officer, Departments, Programs and Agencies under all funding sources if the same equipment is acquired or in use;

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:** 5 - 0 - Unanimously

C. Requesting approval to purchase and enter into an Expert Maintenance Services for the Elections Department Keystone Interactive Voice Response System in the amount of \$4,800.00 for a period of one (1) year with subsequent years to be governed by this Sole Source Declaration unless otherwise revoked by the HC including authority for County Judge to execute agreement.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

Hidalgo County Elections Department

Expert Management Agreement with Drake Communications

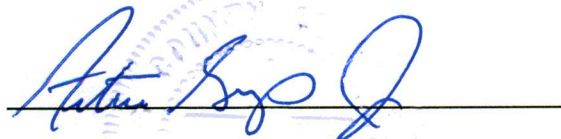
Sole Source

Expert Management Services for Elections Interactive Voice

Response (IVR) System

C.C. Approved: January 20, 2015

ATTEST:



Arturo Guajardo Jr., County Clerk

Arturo Guajardo Jr., County Clerk