



THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**AGREEMENT FOR CONSULTING SERVICES  
C-19-018-12-18**

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

**WITNESSETH:**

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

**WHEREAS**, Consultant has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner’s Court.

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

1. The Consultant agrees to perform support and services for existing the County In House Application and Development, on including but not limited to defect resolution, new software development as needed, technical support, maintenance of database for systems, and support for salary upload and payroll processes, as described in the Consultant’s proposal - Hidalgo County Software Maintenance Proposal, attached hereto, and the Scope of Services attached hereto as Exhibit A (the “Services”) and made a part hereof.

2. As consideration for Services of Consultant described herein, County agrees to pay Consultant the fees as outlined in Exhibit B-Cost for Services page, which is attached to and made a part of this Agreement.

3. This Agreement shall be for a period commencing on **January 01, 2019** and terminating on **December 31, 2019** with the County’s option to renew for one (1) additional year at the same rates, terms and conditions unless earlier terminated as provided herein. The County reserves the right to continue this Agreement for an additional sixty (60) day Grace Period at the end of the Agreement.

4. As a condition of this Agreement, Consultant shall hold and maintain throughout the term of this Agreement all certifications, licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. County and Consultant agree that County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.



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.

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

13. 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.

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

15. 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.

16. 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.

17. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement.

18. 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 its duties hereunder.

19. 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.

20. 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.

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

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

23. 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 County.

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

25. The Consultant, his agents and employees, are independent contractors performing professional services for the County and are not employees of the County. The Consultant, its agents and employees shall not be entitled to any of the benefits afforded to employees of the County as a result of this Agreement.

26. Any information given to or developed by the Consultant in performance of this Agreement shall be kept confidential and shall not be available to any individual or organization by the Consultant without the prior written approval of the County.

27. 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.

28. 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 employees, agents or other representatives of Consultant including the violation of any law or regulation related to Consultant's duties under this Agreement.

29. Non-Discrimination. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation, race, color, national origin, religion, sex, age, veteran status, or disability.

30. Appendix II to CFR 200-Contract Provisions. Pursuant to 2 CFR 200.236, 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. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES AND effective as of the 1<sup>st</sup> day of January, 2019.

COUNTY OF HIDALGO, TEXAS

By: Ramon Garcia  
Ramon Garcia, County Judge

APPROVED BY  
COMMISSIONERS' COURT  
ON: 12/18/18

ATTEST:  
Arturo Guadalupe  
Arturo Guadalupe, County Clerk

SYNTEX WARE

By: Charles Graham

Printed Name: Charles Graham

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

By: Victor M. Garza  
Victor M. Garza, Assistant District Attorney

**EXHIBIT A**

**EXHIBIT "B"**



**EXHIBIT "C"**  
**INSURANCE DOCUMENTATION**

## Hidalgo County Software Maintenance Proposal

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Dear Hidalgo County Administration,

The following is a pricing proposal for the support and services of all existing Hidalgo County in house applications and development needs. The annual support fee includes defect resolution, new software versions required due to defects, technical support, maintenance of databases for systems, support for the entire salary upload process and payroll process.

**Proposed Annual Support Fee: \$129,600**

The support fee is calculated based on a projected estimate of hours of support distributed between Database Administration, Systems Monitoring, Technical Support, Defect Resolution, Technical Services, Consulting, and New Feature Development. A change in actual hours required will not change the annual support fee, however the new feature development allowance has a maximum of 250 hours. Additional new feature development hours can be purchased for \$150/hour.

## Exhibit A

### Scope of Services

The Scope of Work will entail providing Hidalgo County with software support and maintenance for In-House applications and advanced technical support for the Payroll Department.

1. Software Maintenance Support for the following Hidalgo County Applications: TAAP, Invoice Tracker, Sanitation System, Payroll Reports and any additional systems created under this contract.
  - a. Defect Resolution
  - b. New software versions required due to defects
  - c. Technical support
  - d. Database Administration and Maintenance
2. Support for entire salary upload process
  - a. Create new versions of upload software as needed
  - b. Resolve defects in upload software
3. Support Payroll Department as needed by automated manual tasks, performing data investigation
4. 250 hours of custom development for new features, new systems or custom reporting needs.

Hidalgo County will provide any equipment and accounts necessary to access county network and systems within the Scope of Services.

Exhibit B  
Cost of Services

DESCRIPTION	PRICE
Software Support Contract	\$10,800 per month

# CC Regular Agenda 12/18/2018

**F. AI-68138** Pct 1 Rd. Maint. (1200):

1. Approval of certification of revenues as certified by the County Auditor for revenues received from Hidalgo County Drainage District No. 1 for reimbursements of labor and equipment.
2. Approval of 2018 appropriation in the amount of \$61,758.13 to fund road expenditures.

*\$54,962.81*

**26.**

**Purchasing Department - Notes:**

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

*ch* 1. **AI-68205** Acceptance and approval to execute Amendment No. 2 between Hidalgo County and Terracon Consultants, Inc. to modify the Owner's Designated Representative clause in the Agreement for the "Construction of New Hidalgo County Courthouse" Project.

2. **AI-68200** Acceptance and approval to execute Amendment No. 5 between Hidalgo County and contractor, Morganti Texas, Inc. to modify the Owner's Designated Representative clause in the Agreement for the "Construction of New Hidalgo County Courthouse" Project.

*sk* 3. **AI-68139** A. Acceptance and approval by Hidalgo County Commissioners Court of a portable/modular building [1560 sq.ft.] as stated in the letter attached herein from Mission Regional Medical Center with a value of \$15K which currently sets on county-owned property in Sullivan City, Texas.

B. Assignment/Designation of accepted building for the use by Purchasing Dept. for placement at the completion of the Impound and Surplus Facility located in Pct. #4.

*sk* 4. **AI-68112** Discussion, consideration and action on Amendment No. 1 to Interlocal Agreement between and by and between Hidalgo County and the City of Edinburg under #C-15-061-01-20 for Handling/Disposal of Non-Hazardous Municipal Solid Waste to include a type of ash debris [as further detailed in supporting document].

**B. Executive Office**

*sk* 1. **AI-68221** Acceptance and approval of a short term contract [not to exceed a six months] with MindCentric [hosting e-mail services] commencing on 01-01-19 for continued services while conversion, training and all other services completed through new awarded vendor procurement is completed in an amount not to exceed the statutory procurement limit of \$50K and subject to Form 1295 and subject to legal counsel, HC-DA/Civil Section.

*sk* 2. **AI-68210** A. Requesting exemption under Texas Local Government Code, 262.024(a)(4) a professional services for HC/IT software program maintenance;

**APPROVED**

B. Acceptance and approval of a professional services agreement with Charles Graham for the provision of maintenance/support services for the Hidalgo County IT Department including all required and statutory submissions, insurance with final approval of document as to form by HC-DA/Civil Section with effective date of 01-01-19 for an initial term of one year with the County's option to renew/extend an additional one year.

3. AI-68178

Selection/designation/assignment of evaluation committee to review, score and grade the on-step responses submitted by participants in connection with the project titled: Construction Manager at Risk (CMAR) for the construction of an Hidalgo County County Services Facility and Justice Center with recommendation of the following make-up of members:

A. Two/Purchasing Dept. and Two-Executive Office; OR,

B. Other as requested by HCCC *(same as last CIVATA) - 1 ea. rep. from Court members?*

C. Pct. 1

AI-67836

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code Section 262.024 (A) (4) a "professional service";

B. Presentation of scoring grid (for the purpose of ranking by CC) of the the firms graded and evaluated through the County's approved pool of professional engineering service providers required for FM 88 from 5th Ave N. to FM 1925 located within Pct No. 1:

Professional Engineering Services Firm	Grade	Ranking
L & G Consulting Engineers, Inc.	97.3	1
Fulcrum Consulting Services, Inc.	94.6	2
Civil Systems Engineering, Inc.	93.3	3

C. Authority for the Purchasing Department to negotiate professional service agreement for the purpose of Engineering Services for FM 88 from 5th Ave. N to FM 1925, a project located within Hidalgo County Precinct No. 1 with the No. 1 Ranked firm: L & G Eng.

2. AI-68125

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a "professional service";

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved pool" of professional Construction Material Testing/Geo Technical service providers required for (ON CALL) Construction Material Testing /Geo Technical Service projects located within Precinct No. 1:

Professional Construction Material Testing/Geo Technical Services Firms	Grade	Ranking
Raba Kistner Inc.	94.3	1
Professional Services Industries, Inc.	87.6	3
EarthCo. LLC	88.3	2