

2812 S. Bus. Hwy 2811  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
www.co.hidalgo.tx.us/purchasing

## TRANSMITTAL FORM

Today's Date:	<u>10/28/2020</u>	Department:	<u>110 - County Judge</u>
Contract No.:	<u>C-20-405-10-27</u>	Effective Date:	<u>January 1, 2021</u>
Description of Project:	<u>Maintenance and Support Services</u>		
Awarded Vendor:	<u>SyntaxWare</u>		
CC Approval on	<u>10/27/2020</u>	AI-	<u>77924</u>

### Routing of documents:

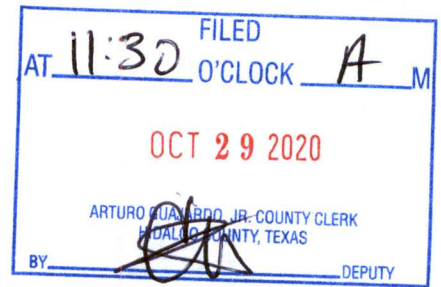
- ✓ 1. Executive Office – Attn: Monica Salinas
- \_\_\_\_\_ 2. District Attorney's Office – Attn: David Cantu
- \_\_\_\_\_ 3. County Judge's Office – Attn: Richard F. Cortez
- \_\_\_\_\_ 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- \_\_\_\_\_ 5. Purchasing Department – Attn: Heidi Ortiz ext. 4877

### **ATTENTION COUNTY CLERK'S OFFICE:**

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page ( Pgs. \_\_\_\_\_ to \_\_\_\_\_ )
- Exhibit C – Certificate of Liability Insurance
- Other: \_\_\_\_\_

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §



**AGREEMENT FOR CONSULTING SERVICE  
C-20-405-10-27**

THIS CONTRACT is made and entered into this 27<sup>th</sup> day of October 2020, by and between the **County of Hidalgo, Texas** ("County"), and **SyntaxWare** ("Consultant").

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

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

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

1. County and Consultant hereby agree that this Contract is entered into in order to provide **"Support and Service of all Existing Hidalgo County In-House Applications and Development Needs including but not limited to the following: TAAP, Invoice Tracker, Sanitation System, Payroll Reports and any Additional Systems"** on an as-needed basis for the County of Hidalgo (the "Services"). 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, Consultant shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained in Exhibit "A" Scope of Services/Proposal. Services shall be performed within **Hidalgo County** following a request for Services by the **County** or its designated agent. Consultant 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. Further, Hidalgo County reserves the right to request these services from other sources other than the Consultant and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **one (1) year(s)**, commencing on **January 01, 2021**, and expiring on **December 31, 2021**, and may be extended at the sole discretion of the County for an additional **one (1) one (1) year** term(s) under the same rates, terms and conditions unless this Contract 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.

4. **Licenses.** As a condition of this Contract, Consultant shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Consultant shall immediately notify the County.

5. Consultant shall provide a sufficient number of trucks, vehicles, personnel, and equipment available to safely and efficiently provide the Services.

6. All trucks or vehicles operated by the Consultant 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 Consultant 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. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Consultant the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Consultant in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

8. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, Consultant agrees that throughout the duration of the work under this contract and any extension thereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified and/or which may be necessary for providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder'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 Consultant's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Consultant 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. Consultant shall cause all subcontractors utilized by Company to also comply with these specifications. Consultant 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, Consultant shall name the County as an additional insured. Consultant shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Consultant shall make any other insurance documentation available to County upon request.

**9. The Consultant Agrees to:**

- A. Allow access by the County or any of its authorized representatives, to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions.
- B. Retain all required records for three years after final audit has been completed by the County and all other pending matters are closed.

**10. Covenant Against Contingent Fees.**

- A. The Consultant warrants that Consultant has not employed any person or firm to solicit or secure this Agreement for a commission, percentage, brokerage, or contingent fee.
- B. Breach of this warranty shall give the County the right to terminate this Agreement, or at its discretion, to deduct from the Consultant's fee the amount of such commission, percentage, brokerage, or contingent fee.

**11. Indemnification. Consultant shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Consultant under this Contract. Said indemnity shall cover any act or failure to act by the Consultant, its agents, or employees.**

**12. Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

**13. Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Consultant, and that Consultant is an independent contractor under this Contract.

**14. Information.** 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.

15. **Notice.** Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

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

If to Company:         SyntaxWare  
                                  Attn: Charles Graham  
                                  PO Box 5850  
                                  McAllen, Texas 78502

14. **Provisions.** 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 hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. **Termination.** This Agreement may be terminated by County without cause upon thirty (30) days written notice.

16. **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.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. **Ethical Provision.** It is understood that the employee 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 Contract. Consultant(s) warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant(s) has not paid or agreed to pay any 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.

19. **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 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. *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 at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

20. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through an agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

21. **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.

22. **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. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, are made a part of this agreement for all purposes.

23. **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 contract/agreement.

24. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, 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.

*[SIGNATURE PAGE TO FOLLOW]*

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

Richard F. Cortez  
Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo Jr.  
Arturo Guajardo Jr., County Clerk



Company: SYNTEXWARE

By: \_\_\_\_\_

Printed Name: Charles Graham

Title: \_\_\_\_\_

Approved By Commissioners Court on \_\_\_\_\_

APPROVED BY  
COMMISSIONERS' COURT  
ON: 10/21/2008

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

By: David R. Cantu  
David R. Cantu  
Assistant District Attorney

# Exhibit A

*Scope of Services/Proposal*

## Exhibit A

### Scope of Services/Proposal

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.

## 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.

## TAAP

### Purpose and Description of TAAP:

Custom Time and Labor system designed specifically for the needs of Hidalgo County.

**Used BY: County Wide**

### **Custom Security Integrations**

**\*TAAP has security integrations built in such as:**

**\*Termination alerts in TAAP that automatically send alerts to IT security to disable all accounts such as AD account and high security software access (ex. Odyssey). The normal process without this feature would not alert the IT Department until 2 weeks after employee's dismissal.**

**\*Built in screens to allow employee verifications for user account creations.**

**\*Automated Emails to: Emails that are quickly generated when employees' clock in/out.**

**\*Lock Down user computers until the employee has clocked in via the biometric time clock.**

## **HIDALGO COUNTY TREASURER'S OFFICE**

**P2 Balance:** Custom report that integrates directly with ALIO to compare live ALIO leave balances with P2 balances to highlight discrepancies. Used to ensure that both data inconsistencies within ALIO or P2 are easily identifiable for correction.

**P2 Reconciliation:** Generation of P2 reconciliation with ALIO, to include Data Integrations with ALIO on a daily basis.

**Submitted Leave Summary:** Is a customized written report for the County Treasurer's Office to see leave per department, per employee.

**Exceptions Summary:** Is a customized for the Treasurer's Office to see validate and provide a rapid line by line summary to verify that the payroll data is correct.

**Accrual Eligibility:** This report verifies the employee worked 15 days in a month so Payroll knows which employees are eligible for leave accruals.

**LWOP Report:** Customized report for Treasurer's Office

**Overtime Report:** A County Wide report that lists all Overtime earned by employee. Over time in ALIO has to have a different pay code for this feature.

**Time Sheet Report-** Provides a "Live" Hidalgo County Time Sheet.

**Status Change Report-** Payroll uses this customized report to integrate with ALIO on employee status' changes with ALIO code and tracking.

**Data Link:** A report specifically written for interfaced reports with ALIO.

**P2 Balance Issues:** Custom report that integrates directly with ALIO to compare live ALIO leave balances with P2 balances to highlight discrepancies. Used to ensure that both data inconsistencies within ALIO or P2 are easily identifiable for correction.

## HUMAN RESOURCES

**Sick Leave Pool Enrollment:** After the enrollment period is over, TAAP is used to generate detailed reports of the HR department. The enrollment process validates available leave, automatically deducts leave, and transfers the deductions to ALIO.

## Employee Portal

<u>Purpose and Description of Employee Portal:</u>	
Especially <u>designed and customized</u> to automate many forms, policies, reports, and documents to accommodate the automation paperless needs for Hidalgo County.	
<b>Home Page:</b> Landing page for all employees that shows pending requests and messages from supervisors. Also has the ability for the timekeeper to send direct notices from employees' time sheet to the employee portal; for documenting and auditing purposes.	
<b>Internal Job Listings:</b>	<b>Used by: HUMAN RESOURCES</b> This feature was integrated and built into TAAP for future use of posting *INTERNAL ONLY* job postings
<b>Attendance:</b>	Benefits all Hidalgo County employees to view their: Punch Logs, Available Leave Balance, and Time Sheets at their convenience.
<b>Sick Leave Pool:</b>	This was written and integrated into TAAP to automate the Sick Leave Pool process for the HR department. This allows each individual employee to select to opt in/out for the sick leave enrollment period. Then delivers a report into TAAP for all time keepers to see and the HR department.
<b>Activity Log:</b>	Benefits the Health & Human Services Department: This Activity Log was written and integrated into TAAP for the convenience of automation for the Health Department; to enter these logs to adhere with their time sheets.
<b>Leave Request:</b>	Employees can now submit their leave requests electronically vs. turning in a manual paper.
<b>Modification Request:</b>	Employees can submit a modification request electronically vs. turning in a manual paper.
<b>Comp Time Request:</b>	Employees can submit a comp time request before staying late vs. turning in a manual paper.
<b>Policy Documents:</b>	This section is being utilized by the IT Department to have ALL County Employees electronically sign and acknowledge Hidalgo County's Acceptable Use Policy. More policies can be added in the future.
<b>Earning Statements:</b>	Custom integrated report built to Hidalgo County approved standards. Pulls data directly from ALIO. Configured to prevent viewing of checks before they have been sent to the bank for payment.
<b>W2 Report</b>	Custom integrated report build using standardized W2 format. Pulls data directly from ALIO once it has been published by the Treasurer's.

## Sanitation Permit System

### **Purpose and Description of Sanitation Permit System:**

**Especially designed and customized to improve the tracking and reduce expense of the Hidalgo County Sanitation Program.**

**Used BY: County Commissioner Offices, Budget Office,  
Auditor's Office**

### **Administrative Interface**

Provides real time analytics for garbage site visit frequency

Allows clerks to sell and renew permits.

Integrates with 3rd party payment processor.

Allows supervisors to void invalid sales

Provides daily and weekly reconciliation capabilities for clerks and supervisors.

Provides Auditor's office with reports to assist in oversight.

Tracks garbage site visits utilizing real time permit scanning

Notifies garbage site attendants when expired or invalid permit is presented

Notifies garbage site attendant about constituents that are potentially abusing the system

Provides accountability reports for garbage site staff

### **Mobile Interface**

Allows collection site attendants verify validity of permits

Shows recent history for permit holders to prevent system abuse

Tracks daily start time for each collection site

## **API Interface**

Exposes an API to allow integration with 3rd party payment processing system for online renewals

## Invoice Tracker

### **Purpose and Description of Invoice Tracker:**

**Especially designed and customized to facilitate tracking invoices across the entire lifecycle from vendor submission to payment.**

**Used BY: Auditor's Office**

### **Administrative Interface**

Allows quick invoice entry and automatic routing to the appropriate specialist.

Provides customized reporting and analytics to improve efficiency of invoice handling

Integrates directly with ALIO to push invoices to batches in ALIO and pull payment data into the tracking system.

(Customized and would have to be integrated into a new off the shelf software).

Allows automated handling of invoice discrepancies.

View check images (Customized and would have to be integrated into a new off the shelf software).

Robust search function for finding invoices.

Complex security and permissions system.

## Salary Uploads

**Purpose and Description of Salary Uploads Application:**  
Especially designed and customized to efficiently import data into ALIO.

**Used BY: Information Technology, Auditor's Office,  
Treasurer's Office, Budget Office.**

### Capabilities

Upload account distributions

Upload salary amounts

Upload job codes

Upload supplemental pay amounts

Upload benefit data

Detect gaps in pay between multiple pay periods

## Payroll Reporting Application

**Purpose and Description of Payroll Reporting Application:**  
Especially designed and customized to perform complex data analysis of ALIO pay data.

**Used BY: Treasurer's Office**

### Capabilities

Gross vs. Pay report - Detects anomalies in actual pay on a given pay check compared to the employee's configured rate.

Multiple Jobs Report - Detects employees that were paid out of more than one job in a given pay check.

Retirement Issues Report - Detects and Suggests fixes for retirement configuration issues for employees.

Current vs. Previous Check Report - Analyses checks for pay differences. Used to detect changes in pay between check runs to ensure that all changes are properly audited.

Longevity Analysis Report - Compares paid longevity with the calculated longevity each employee was supposed to be paid based on their tenure.

# Exhibit B

## *Cost of Service*

Exhibit B  
Cost of Services

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

# Exhibit C

## *Current Insurance*

PROGRESSIVE  
PO BOX 94739  
CLEVELAND, OH 44101

**PROGRESSIVE**<sup>®</sup>  
COMMERCIAL

CHARLES GRAHAM  
SYNTAXWARE  
2411 STEEL AVE  
EDINBURG, TX 78542

**Policy number: 00192355-1**

Underwritten by:  
Progressive County Mutual Ins Co  
Insured:  
CHARLES GRAHAM  
December 24, 2019  
Policy Period: Jan 1, 2020 - Jan 1, 2021

**Mailing Address**

Progressive County Mutual Ins Co  
PO Box 94739  
Cleveland, OH 44101

## Additional insured endorsement

**Name of Person or Organization**

HIDALGO COUNTY  
2812 S BUSINESS  
EDINBURG, TX 78539

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

**Limit of Liability**

Bodily Injury	Not applicable
Property Damage	Not applicable
Combined Liability	\$500,000 each accident

**All other terms, limits and provisions of this policy remain unchanged.**

This endorsement applies to Policy Number: 00192355-1

Issued to (Name of Insured): CHARLES GRAHAM  
SYNTAXWARE

Effective date of endorsement: 01/01/2020

Policy expiration date: 01/01/2021

**1-800-895-2886**

For customer service, 24 hours a day,  
7 days a week

**Additional Insured - Lessor (Limited Form Coverage)**

Except as specifically modified in this endorsement, all provisions of the Commercial Auto Policy apply.

**We** agree with **you** that the insurance provided under **your** Commercial Auto Policy is modified as follows:

- A. Any **leased auto** designated or described on the **declarations page** will be considered an **insured auto you** own and not an **insured auto you** hire or borrow. With respect to an **insured auto** that is a **leased auto**, the definition of "**insured**" is changed to include as an **insured** the lessor named on the **declarations page**. However, the lessor is an **insured** only with respect to **bodily injury** or **property damage** resulting from the acts or omissions of:
1. **You**;
  2. Any of **your** employees or agents; or
  3. Any person, except the lessor or any employee or agent of the lessor, operating a **leased auto** with the permission of any of the above.
- B. **Loss Payable Clause**
1. **We** will pay **you** and the lessor named on the **declarations page** for **loss** to a **leased auto**, as each party's interest may appear.
  2. This insurance covers the interest of the lessor unless the **loss** results from a fraudulent act or omission on **your** part.
  3. If **we** make any payment to the lessor, **we** will obtain the lessor's rights against any other party.
- C. **Cancellation**
1. If **we** cancel the policy, **we** will mail notice to the lessor in accordance with the Cancellation and Nonrenewal Endorsement of this policy.
  2. If **you** cancel the policy, **we** will mail notice to the lessor.
  3. Cancellation ends this agreement.
- D. The lessor is not liable for payment of **your** premiums.
- E. **Additional definition**  
As used in this endorsement:  
"**Leased auto**" means an **auto** leased to **you** for one year or more, including any substitute or replacement **auto**, under a leasing agreement that requires **you** to provide direct primary insurance for the lessor.

**ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**