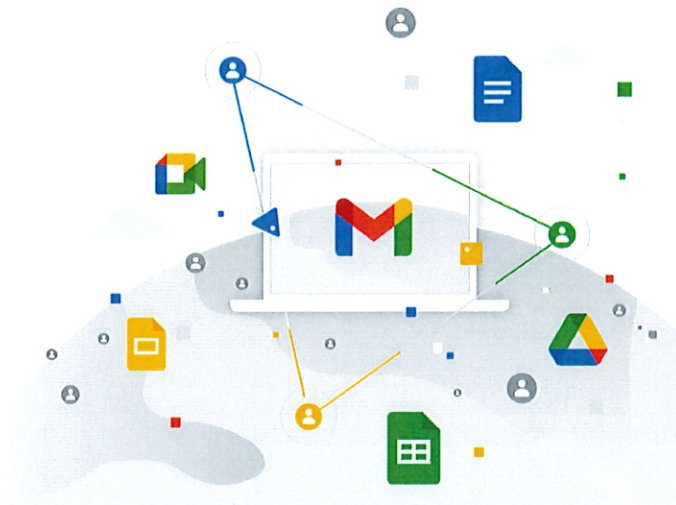


# Google Workspace with The County of Hidalgo

May 2022





# Statement of Work

## Exhibit A to Master Professional Services Agreement

This Statement of Work ("SOW" or "Statement of Work") is entered into in connection with the Master Professional Services Agreement ("Agreement") by and between SADA Systems Inc. ("SADA") and **Hidalgo County** ("Customer"), previously executed by and between the Parties on December 14, 2018, which is hereby renewed and incorporated by reference herein. This SOW shall be effective as of the last date of execution by either signatory herein ("Effective Date"). The terms and conditions of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Statement of Work ("SOW") will have the same meaning given to them in the Agreement. This Statement of Work describes certain Services and Deliverables that will be provided by SADA to Customer pursuant to the terms and conditions of the Agreement.

### Services Descriptions

The following are product and service descriptions for the items listed in the "Pricing and Payment Terms" section. Only the items included in the pricing table will be considered within scope. Customer acknowledges that SADA will provide development and/or deployment services not to exceed the Term for this Statement of Work, 120 days starting from the project kickoff date.

Customer agrees all prices quoted are valid for thirty (30) days from the date presented (see page 1).

### Google Workspace Core Product Activation - Enterprise

SADA will advise on and help with the initial setup of the Google Workspace Admin console to the point that the settings & configurations are ready for any of the Google Workspace launches. Customer will be equipped to configure and maintain application policies and settings within Google Workspace in order to meet their unique business needs.

### SADA Responsibilities and Deliverables

- Conduct workshops with the Customer's designated IT Admin(s) to review activation of core Google Workspace products, knowledge walkthrough, and sharing of best practices for managing the Google Workspace Admin console
- Guidance in the configuration of email routing rules (including split delivery, if required).
- Advise on and finalize setup of spam settings and virus settings with IT Admin(s).
- Conduct sessions on best practices to deploy and manage Chrome Browsers.
- Conduct working sessions on network concepts and best practices as they relate to Google Workspace core services.
- Advise on known best practices and watchpoints for disabling core Google Workspace applications.
- Guidance on DNS records (MX, CNAME, and A record), including custom web address creation for end user ease of use
- Showcase standard Google Workspace Admin console Roles and advise on custom roles needed.
- Provide best practice security recommendations for administration settings
- Manually provision and assign Admin accounts.



### *Customer Responsibilities*

- Understanding company application and sharing policies, and if applicable, organization understanding of industry compliance standards
- Understanding necessary admin roles needed to manage the environment from an admin and helpdesk levels
- Configuring and enabling Google Workspace policies and settings within the Admin console to meet business and compliance standards prior to the launch cycle
- Gaining understanding of the Google Workspace console to the point of being able to take point post-deployment
- Gathering and providing any/all key applications that are intertwined within the legacy mail platform and/or will be required for Google Workspace
- Communicating application policy updates to users
- Identifying network limitations and, if needed, updating configurations
- Configuring third party applications, such as provisioning, encryption, single sign on, MDM, etc, required for the roll-out of Google Workspace, unless otherwise noted in the Statement of Work

### **Google Vault Basic Configuration**

Google Vault allows your organization to manage data retention with a centralized, searchable archive so you can locate data quickly in the event of legal discovery. SADA will partner with Customer Admins and Legal Teams to ensure they are equipped with Vault best practices, watchpoints, and knowledge in order to maintain and utilize Google Vault post deployment.

### *SADA deliverables and responsibilities*

- Conduct workshops on Vault Management with Customer Admins. These workshops can cover:
  - How to create default and custom retention rules
  - Understanding Vault Admin Privileges
  - How to create legal holds
  - How to search and export data
  - How to share Legal Matters
- Provision custom Vault Admin Roles with required privileges.
- Provision Vault Admin Role assignments to designated Vault admins

### *Customer responsibilities*

- Provide privilege requirements for Vault Admin Roles
- Provide list of user emails needing Vault Admin Roles;
  - If multiple Vault Admin Roles exist, specific roles should be designated.
  - If Vault Admin should only have access to a specific region, region should be designated.
- Create all required Retention Rules and Legal Holds within Google Vault with assistance and guidance from SADA
- Provide written sign-off on Admin Roles and Assignments which SADA implemented and confirmation all Legal Holds have been created by Customer's legal team. Sign-off must be provided at least three weeks prior to Core IT Go Live or first Go Live.

### **Google Cloud Directory Sync (GCDS)**

Google Cloud Directory Sync (GCDS) runs as a utility in a Customer server environment to provide one-way synchronization of LDAP data to Google Workspace. LDAP will continue to be maintained as the source of truth for all items synchronized. GCDS supports advanced LDAP rules for custom mapping of users, groups, non-employee contacts, rich user profiles, aliases, and exceptions.

### *Process methodology*

- Configurations will be created against up to 1 Active Directory (AD) domain.
- SADA's process will be as follows:



- GCDS tool will be installed and connectivity verified to Customer's AD / LDAP server and Google Workspace
- Workshops to include:
  - LDAP environment discovery
  - GCDS tool workshop
- Configure GCDS
- Simulation
- Implementation
- Handoff Call

#### *SADA deliverables and responsibilities*

- Review Customer's LDAP Directory structure
- Build configuration of GCDS to sync only necessary LDAP items
- Provide a simulation to Customer for approval prior to any production syncing
- Configure a scheduled task to continue ongoing syncs, if desired
- Provide final configuration documentation

#### *Customer Responsibilities:*

- Customer will provide SADA with desired LDAP items to be synced
- Customer will review and approve configuration and simulation sync reports prior to implementation to production

Prior to the first workshop, the tool should be installed and connectivity to Customer's LDAP server and Google Workspace verified.

#### **Email Data Migration Only - RFC 3501 Compliant IMAP Server**

SADA will deploy and configure data migration tool(s) which will be used to transfer the contents of mailboxes to Google Workspace. The transfer will use available outgoing bandwidth from the location where the existing data/servers are located. Take note of the migratable items from IMAP:

- Email messages
- Folder and nested folders
- Email attachments permitted in Google

#### *Process methodology*

- Migration will be for Mail data only within a users account
- Migrate up to 600 users from hidalgo.org on iMail/IPSwitch mail system
- Migrations will be against up to 1 single source domain
- Migrations will be against up to 1 single mail server
- Migrations will be conducted in 2 "Go Live Phases"
  - A Go Live Phase is a defined list of users to be migrated or mail flow changes to essentially 'activate' that set of users in Google Workspace.
- SADA's process will be as follows:
  - Discovery
  - Setup/Validation
  - Test Migrations
  - Go Live Phase
  - Stabilizations

#### *SADA responsibilities*

- Verify the installation and configuration of all Migration Tool requirements
- Deploy and configure the Migration Tools within the existing environment
- Migrate mailbox data:
  - Transfers occur sequentially and are conducted over a predetermined weekend, or at other times as agreed upon
  - Migration timeline objectives and available bandwidth should be considered when



setting a migration schedule. SADA performs baseline test migrations in order to develop a realistic migration strategy and timeframe. Total number of migration phases is not to exceed two (2)

- If required, the scope of this project includes conducting the migration process after hours or over a weekend, subject to the terms of this agreement
- Number of migration machines to be used for this effort is 5

#### Customer responsibilities

- Connections to the IMAP servers are made based on the user name/password information. Customer must provide a list of all migrating users and include all passwords
- User passwords cannot change while the migration is in progress, otherwise the migration will fail
- Customer is responsible for enabling forwarding on all user accounts that will be migrated to their destination Google Workspace account, unless otherwise noted
- Based on the discovery phase, SADA will define a Migration Strategy that will fit best for Customer. Customer is responsible for approving the Migration Strategy prior to moving out of the discovery phase.
- Customer is responsible for populating and managing any user list requested by the Project team, according to the format defined by the SADA team. Failure to deliver accurate lists in a timely manner will impact schedule and can jeopardize the project success
- Customer is responsible for ensuring appropriate license types and quantities are available within their tenant
- If migrating inactive users, Customer is responsible for enabling these users in the source in order to migrate data

Migration from Archive or local storage (such as PST, OST Archives) is not in scope.

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#### Migration Machine Specifications:

- 64 bit Operating system: Windows Server 2012+ (Clean build recommended)
- Microsoft .NET Framework 4.7.2
- Recommended system specification:
  - 3GHz 8 Core Processor or better
  - 200+ GB Disk space
  - 16+ GB Memory

Number of Machines recommended. 5\*

\*Based on the discovery phase, this recommendation can increase. This recommendation is specific for services in scope within this section.

NOTE: Corporate network performance may be impacted during data migration periods. This impact is the result of the bandwidth demands of email migration. Customer should be aware of this possibility and included in communications sent to users regarding the transition as necessary.

#### GCP Machines hosted by SADA

SADA will create and own 5 migration machines based on the number of users and objects scoped for migration for the duration of the project timeline.

Unless otherwise indicated, the machines will be created with the minimum specifications needed for migration including:

- Windows 2012+
- 8 vCPUs
- 30 GB Ram



- 200 GB Persistent Storage (SSD)

Machines will be billed at \$500 per machine per month (no partial months). Upon completion of the final phase of migration and stabilization period, SADA shall decommission the machines. SADA hosted GCP machines satisfy machine requirements as recommended in multiple sections above.

### **Adoption, Consulting, Change Management and Training**

SADA recognizes the critical role training, change management, and overall user adoption plays in a successful project rollout. Our Change Management Consultants will work closely with each Customer to tailor a comprehensive plan in order to drive user adoption. This plan will include the following:

- The customer has declined all Change Management offerings provided to them. They plan to run their own internal Change Management process.

### **Project Management**

SADA's assigned Project Manager, along with Customer assigned Project Manager, will be overall responsible for leading the contracted scope of work to completion. Based on established roles and responsibilities, the project management activities will include defining and managing the following core deliverables and activities:

#### *SADA Responsibilities and Deliverables*

- Lead Project Kickoff
- Manage Scope & deliverables
- Define Project Decision Tree and Escalation Process
- Own and maintain the project plan and schedule
- Provide status reporting on a bi-weekly basis
- Ongoing management of Decisions, Risks, Issues, and Change Requests
- Manage budget and identify any changes needed
- Coordinate SADA tasks to completion

#### *Customer Responsibilities*

- Define a Customer team member that will own Customer related Project Management activities.
- Attend meetings & coordinate Customer tasks to completion in accordance with project timeline/deadlines
- Align internal processes, approvals, and departments (i.e. compliance / internal audit)
- Provide estimates on Customer tasks and report on completion progress
- Ensure all additional Customer required activities are managed in the project plan
- Identify, and facilitate project escalations and Customer risks collaboratively working to resolve challenges
- Manage Customer resource allocation
- Communicate any internal (Customer) changes, outages, decisions or other impacts to project activities
- Customer must be available to participate in all necessary meetings and respond to information requests in a timely manner, specifically: information requests within one (1) business day, and reviews of documents for feedback or sign-off within two (2) business days.

In addition, SADA's Project Management team will serve as an advocate for best practices throughout the Project life cycle for in scope work.

### **Scheduling Tool**

SADA Project Manager will be utilizing Smartsheet to build and manage the project plan. If a Customer user needs access to manage the schedule along with the SADA Project Manager, the Customer will be responsible to furnish a license to Customer users.



In the event the Customer would like for SADA Project Manager or SADA team members to use a different tool, Customer agrees to furnish SADA resources with the necessary licenses and access rights to the Customer preferred tool.

### **Project Kickoff**

Once the Statement of Work has been signed, within the first five full business days, a SADA Project Manager is assigned, along with technical and adoption leads, as it pertains to in-scope services.

Once the SADA project team is assigned, the assigned Project Manager will contact Customer within five (5) business days of assignment to schedule an 'Introduction Call'. During the introduction call, the Customer is provided with the deliverables document and environment sheet. The prerequisites for project kickoff are noted below. If Customer is not timely in providing these deliverables, the project is at risk for delays.

#### Project Kickoff Prerequisites

- Introduction call with SADA Project Manager and Customer Project Manager and/or Stake Holder
- Completion of deliverables document with access details added into the environment sheet. This will include the migration machine spin up, if applicable.
- SADA project team confirms access to Customer's environment
- Assignment of Customer project team

A remote Project Kickoff establishes a mutual understanding of the project before development or deployment work officially begins. Standard agenda:

- Team member introductions from both SADA and Customer project teams
- Project roles and responsibilities are clearly defined
- Project scope, expectations, timeline, and deliverables are set
- Review of all documentation, prerequisites, and objectives for the project
- Project requirements, objectives, and goals are refined or revised as needed
- Next steps and project milestones are clearly defined and documented

Project Kickoff required attendees from Customer project team:

- Project Manager
- Technical Lead
- Executive Sponsor
- Change Management Lead
- Stakeholder(s) (optional)

### **Go Lives**

Go Live dates are set and confirmed post Project Kickoff, and after a confirmed schedule between both SADA and Customer Project Managers, or the equivalent. When Go Lives are confirmed, SADA resources are allocated for the specific dates booked.

The Customer can request to change an established Go Live date with at least two (2) weeks prior notice of the previously scheduled Go Live date. SADA cannot guarantee the next desired date can be accommodated based on resources availability. In the event where SADA cannot accommodate the



newly desired date, SADA will provide Customer with the next available date the SADA team can accommodate.

Changing Go Live dates that impact the term expiration date of the Statement of Work and/or allocation of SADA resources may also be accommodated at cost to the Customer. The associated cost is to be assessed by SADA and provided to Customer upon request. Moving a confirmed Go Live date requires a Change Order Request, and the SADA Project Manager will process a Change Order Request for said changes and notate the associated cost.

## Pricing and Payment Terms

The following charges apply to the Services to be performed under this Statement of Work, all prices listed are U.S. Dollars. Anything not specified in the following project scope/pricing table is not within scope, including the following: (a) the acquisition and implementation of necessary hardware or software required to complete this project, (b) deployment or support of desktop software, (c) direct end-user assistance of any type, (d) installation or configuration of an internal SMTP relay, (e) migration of PST data, centrally archived data, or encrypted mail, and (f) the removal, uninstallation, retirement, or decommissioning of any elements within the existing messaging platform.

Project Pricing	
Description	Amount
G Suite Core Product Activation - Enterprise	\$9,000.00
Google Vault Basic Configuration	\$6,750.00
Email Data Migration Only - RFC 3501 Compliant IMAP Server	\$40,275.00
GCP Machines hosted by SADA	\$10,000.00
Google Cloud Directory Sync (GCDS)	\$7,875.00
Project Management	\$22,500.00
<b>One-Time Project Cost Sub Total</b>	<b>\$96,400.00</b>
<b>Google Deployment Voucher Funding</b>	<b>(\$12,000.00)</b>
<b>Pre-Approved Project Travel Expenses</b>	<b>Reimbursed by Customer</b>
<b>Sales Tax (not included)</b>	<b>Plus Applicable Sales Tax**</b>
<b>Contract Grand Total</b>	<b>\$84,400.00</b>



\*\*\*All sales taxes which are properly payable in connection with this Agreement under Applicable law shall be paid by Customer.

Payments	
Invoice Date	Amount
Milestone # 1 - SOW Execution	\$42,200.00
Milestone # 2 - Project Close Date	\$42,200.00

**Invoices and Payment:**

SADA will invoice Customer for all amounts due under any executed Ordering Document or Statements of Work in accordance with the schedule set forth in such executed Statement of Work. Each invoice submitted to Customer pursuant to this Agreement will be due and payable by Customer in accordance with the Texas Prompt Payment Act. Payment is accepted by check or ACH/EFT in U.S. Dollars.

**Bank Information**

**Automated Clearing House (ACH) or Electronic Funds Transfer (EFT)**  
 Wells Fargo Bank  
 Swift Code: WFBIUS6  
 464 California St. San Francisco, CA 94104  
 Routing Number: 121042882  
 Bank Account Name: SADA Systems, Inc.  
 Bank Account Number: 7757670067

**Remittance Address:**

SADA Systems, Inc  
 5250 Lankershim Blvd., Suite 620  
 North Hollywood, CA 91601  
 ATTN: Accounting  
 accounting@sadasystems.com

**Customer Information & Project Scope**

Billing Contact Information	
Full Name	Daniel Silguero
Phone	956.205.7003
Email Address	daniel.silguero@co.hidalgo.tx.us
Technical Administrator Contact Information	
Full Name	Daniel Salinas
Phone	956.205.7003 x6005
Email Address	daniel.salinas@co.hidalgo.tx.us
Off Domain Email Address	{{{MUST BE FILLED IN}}}



### Project Scope

Source Data Platform	hidalgoso.org
Number of Secondary or Sub Domains	0
Max Number of Accounts for Data Migration	600
Total Data Migration Size Not to Exceed(TB)	1.27

### Migration Type(s)

Included in scope	YES	NO
Mail	X	
Calendar		X
Contacts		X
Public Folders		X
Files		X
Shared Mailboxes		X

#### Delivery of Services by SADA:

1. Customer acknowledges that SADA will provide development and deployment services not to exceed the term of this SOW, 120 days starting from the project kickoff date .If SADA receives no communication from Customer for a thirty (30) day period, SADA will close the project and bill for services rendered.
2. Any contingent Deployment Voucher Discount shown in the Pricing section of this document will be paid to SADA by Google in the form of a credit if Customer attains 50% usage on Google Workspace, as determined by the Google Workspace Admin console report covering any 30-day period during the first year of Customer's Google Workspace service. If Customer does not meet this 50% usage threshold within the first year of service, an amount equal to this Deployment Voucher Discount will be invoiced to Customer at the conclusion of such 12-month period and Customer will be responsible for paying SADA such amount in accordance with the terms of the Customer Agreement
3. Customer agrees to the Project Scope table listed in the section above.
4. Customer will provide an appropriate escalation point to render decisions on contested items involving the Customer team. This helps to ensure progress can be made on the project without undue interruptions or delays
5. Customer acknowledges that project work by SADA cannot begin until all necessary *Project Kickoff Prerequisites* including hardware, software, and remote access credentials have been provided and verified as working. A detailed list will be provided by SADA during the *Introduction Call*
6. Customer will provide adequate facilities and resources for services rendered by SADA's employees while they are on-site for work authorized by the Customer
7. Customer agrees to provide direct and unattended VPN network access to complete deployment of tools & services
8. Customer agrees, subject to limitations, that all project communications will be conducted via email



9. Customer agrees to the terms and conditions of the Master Professional Services Agreement, executed on or about December 14, 2018.
10. SADA will deem Customer's acceptance of final deliverables upon project close meeting or final project close correspondence unless otherwise stated in writing via email. Non-acceptance by Customer should be accompanied by supporting descriptions, including (but not limited to) relevant sections of the Statement of Work and the Agreement, as applicable.
11. SADA will only provide support for Core Workspace Services as defined at ([https://workspace.google.com/terms/user\\_features.html](https://workspace.google.com/terms/user_features.html)) None Core Workspace Services are considered out of scope

#### Hours and Availability

SADA's delivery teams are geo-diverse across North America. Core project delivery hours will be agreed upon during project kickoff. General project delivery will be during mutually agreed upon business hours, Monday - Friday, excluding US & Canadian National and SADA designated holidays.

All SADA delivery will be provided remotely unless specifically stated otherwise.

**Customer confirms the accuracy of the data and accepts the terms and conditions in this section, "Customer Information & Project Scope".**

### Additional Project Information

#### SADA Information

Role	Name	Responsibilities
Executive Sponsor	Dana Berg, COO	Executive escalation and support
Account Executive	Joseph Robles	Responsible for business relations between Customer and SADA. Manages communication on licensing and contractual matters. Serves as Account Manager for Customer upon completion of Statement of Work, offering updates on new releases, Google roadmap, and exploring further opportunities for collaboration.
Project Manager	Assigned upon receipt of all required agreements and deliverables	Drives all workstreams. Coordinates all SADA resources and guides the overall deployment strategy and execution. Shares Google Workspace best practices. Manages project scope.
Lead Engineer(s)	Assigned upon receipt of all required agreements and prerequisites	Technical project lead. Provides product, migration, Admin console, and Google Workspace deployment expertise.
Change Manager(s)	Assigned upon receipt of all required agreements and prerequisites	End-user change management and training lead. Builds and executes strategies around end-user communications, training, ambassadors program and ongoing adoption success



Customizes end-user communications and curriculum for Google Workspace training to smooth transition within the organization(s).

The SADA team may include additional resources with specialized skills in additional roles, as necessary to meet project objectives.

**Risks, Issues and Mitigation.**

A **risk** is defined as a potential issue that has not yet occurred. Risks shall be identified as early as possible and categorized according to impact (Low, Med, High, Critical occurrence). SADA will guide the development of a risk mitigation strategy.

An **issue** is a risk that has occurred and presents a challenge to the project. Issues shall be prioritized (Low, Med, High, Critical) and assigned for resolution to the integrated project team.

Risks and issues shall be tracked in an agreed-upon method by both the Customer and SADA, and escalation paths will be specified at project start.

**Project Wrap/Spin Down.**

Upon completion of the scope of work, and SADA/third party services/tools have been demonstrated to work in accordance with the designs set forth in this statement of work, SADA will observe a reasonable period of stabilization and then notify the Customer of project close intentions. Upon presenting this notification to the Customer, the Customer has five (5) business days to notify SADA of any remaining concerns and/or disputed items and what would be required to remove these objections. Project close includes a conference call discussing final items and future support; this call will be followed by SADA sending an official project closed notification to the identified project point of contact for the Customer. All projects are to be closed within four (4) weeks after Global Go Live.

After a period of reasonable stabilization, SADA will notify the customer of intentions to close the project when:

- SADA and/or third party tools are working in accordance with designs set forth in this statement of work and/or
- Upon completion of SADA provided services within scope of this Statement of Work

**IN WITNESS WHEREOF**, this Statement of Work has been executed by the Parties through their duly authorized officers as of the date set forth above.

**Signatures**

SADA Systems, Inc.

*Peter Fitzgibbon*

20A14452C6F3465...

Hidalgo County

*Richard F. Cruz*

Title: VP Professional Services

Title: Hidalgo County Judge



Date: 5/20/2022 | 11:47 AM PDT

Date: May 27, 2022

**Certificate Of Completion**

Envelope Id: E5F203730D7044E6B31D2A229E94B333	Status: Completed
Subject: Please DocuSign: Hidalgo County -Workspace SOW.pdf	
Source Envelope:	
Document Pages: 13	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cassandra Phengdy
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	5250 Lankershim Blvd., Ste. 620
	North Hollywood, CA 91601
	cassandra.phengdy@sada.com
	IP Address: 72.109.74.240

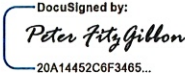
**Record Tracking**

Status: Original	Holder: Cassandra Phengdy	Location: DocuSign
5/20/2022 10:30:49 AM	cassandra.phengdy@sada.com	

**Signer Events**

Peter FitzGibbon  
 peter.fitzgibbon@sada.com  
 VP Professional Services  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 20A14452C6F3465...  
 Signature Adoption: Pre-selected Style  
 Signed by link sent to peter.fitzgibbon@sada.com  
 Using IP Address: 174.246.200.233  
 Signed using mobile

**Timestamp**

Sent: 5/20/2022 10:33:09 AM  
 Viewed: 5/20/2022 11:46:42 AM  
 Signed: 5/20/2022 11:47:44 AM

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Joseph Robles  
 joseph.robles@sada.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/20/2022 10:33:09 AM  
 Viewed: 5/20/2022 11:48:15 AM

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign

SADA Sales Operations  
 salesoperations@sadasystems.com  
 Sr Sales Operations Manager  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/20/2022 10:33:09 AM

Electronic Record and Signature Disclosure:  
 Accepted: 2/1/2022 5:10:33 PM  
 ID: 710d1986-76d8-44c2-b023-de8bcd2dc5cc

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	5/20/2022 10:33:09 AM
Certified Delivered	Security Checked	5/20/2022 11:46:42 AM
Signing Complete	Security Checked	5/20/2022 11:47:44 AM
Completed	Security Checked	5/20/2022 11:47:44 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **CONSUMER DISCLOSURE**

From time to time, SADA Systems (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact SADA Systems:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [salesoperations@sadasystems.com](mailto:salesoperations@sadasystems.com)

**To advise SADA Systems of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [salesoperations@sadasystems.com](mailto:salesoperations@sadasystems.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from SADA Systems**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [salesoperations@sadasystems.com](mailto:salesoperations@sadasystems.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with SADA Systems**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [salesoperations@sadasystems.com](mailto:salesoperations@sadasystems.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SADA Systems as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SADA Systems during the course of my relationship with you.

# SADA Systems, Inc.

## Google Workspace

### Ordering Document

This Google Workspace Ordering Document (the "Ordering Document") and the corresponding Customer Agreement (the "Agreement") between SADA Systems, Inc. and Customer (as defined below) governs Customer's access to and use of the Services. Undefined capitalized terms used in this Ordering Document will have the meanings set forth in the Agreement.

**Customer:** Hidalgo County

**Address:** 100 N Closner Blvd Edinburg TX 78539

#### Pricing

Product Description	Annual Price	Quantity	Amount
<b>Year 1: May 31, 2022 - May 31, 2023</b>			
Workspace Enterprise Standard Accounts	\$103.20	3,600	\$371,520.00
Archived User - Workspace Enterprise Standard	\$12.00	600	\$7,200.00
<b>Year 1 Sub Total</b>			<b>\$378,720.00</b>
<b>Year 2: May 31, 2023 - May 31, 2024</b>			
Workspace Enterprise Standard Accounts	\$103.20	3,600	\$371,520.00
Archived User - Workspace Enterprise Standard	\$12.00	600	\$7,200.00
<b>Year 2 Sub Total</b>			<b>\$378,720.00</b>
<b>Year 3 May 31, 2024 - May 31, 2025</b>			
Workspace Enterprise Standard Accounts	\$112.80	3,600	\$406,080.00
Archived User - Workspace Enterprise Standard	\$12.00	600	\$7,200.00
<b>Year 3 Sub Total</b>			<b>\$413,280.00</b>

Year 4: May 31, 2025 - May 31, 2026			
Workspace Enterprise Standard Accounts	\$112.80	3,600	\$406,080.00
Archived User - Workspace Enterprise Standard	\$12.00	600	\$7,200.00
Year 4 Sub Total			\$413,280.00
Sales Tax (not included)			Plus Applicable Tax
Grand Total			\$1,584,000.00

Customer will receive a Credit Memo in the amount of \$183,750.00 USD for amounts paid for licenses that will be upgraded and replaced upon execution of this Ordering Document. The Credit Memo can be applied to any invoices issued by SADA after execution of this Ordering Document and issuance of the Credit Memo. Credit Memo value is non negotiable.

\*\*\* All sales taxes, including State sales tax, Local sales tax, Federal Regulatory Assessment Fee, Federal Universal Service Fund and State 911 Fee, which are properly payable in connection with this Agreement under the Applicable law shall be paid by Customer. These prices may NOT include applicable taxes, electronic waste recycling fee, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

If Customer is tax exempt, then it is incumbent upon Customer to declare its exemption by initializing here (Customer must initial here if claiming tax exempt status).

Note: Fees, such as Telecom Regulatory Fees, associated with telephony charges stemming from Google Voice licenses (if such licenses are part of this Ordering Document) are not eligible for any exemptions.

RFC  
RFC  
Initial if tax exempt

Pricing is valid only if this Ordering Document is executed by the Parties by May 25, 2022.

**Contract Term:** The Term of this Agreement will begin on the Effective Date and will continue in effect for 48 months after the Effective Date and will renew automatically for consecutive renewal terms of 12 months unless terminated by either party providing the other party written notice of non-renewal at least 30 days prior to the end of the then-current term.

## Invoices and Payment Schedule

Invoice Start Date and Frequency	Amount of Each Invoice
Invoices will be issued 30 days prior to the beginning of each Year of the Contract Term in the amounts indicated in the Yearly Sub Totals in the Pricing table above.	Yearly Sub Total Amount

SADA will invoice Customer for all amounts due under any executed Ordering Document in accordance with the schedule set forth above. Each invoice submitted to Customer pursuant to this Ordering Document will be due and payable by Customer in accordance with the Texas Prompt Payment Act. Payment is accepted by check or ACH/EFT in U.S. Dollars.

### Bank Information

#### ACH or EFT:

Wells Fargo Bank  
 Swift Code: WFBIUS6  
 464 California Street  
 San Francisco, CA 94104  
 Routing Number: 121042882  
 Account Name: SADA Systems, Inc.  
 Account Number: 7757670067

### Remittance Address:

SADA Systems, Inc  
 5250 Lankershim Blvd., Suite 620  
 North Hollywood, CA 91601  
 ATTN: Accounting  
 accounting@sadasystems.com

## Customer Information

Accounts Payable Information	
Full Name (required)	Please fill in
Phone	
Email Address (required)	Please fill in
Technical Administrator Contact Information	
Full Name (required)	Daniel Silguero
Phone	
Off Domain Email Address (eg, john.smith@gmail.com or IT123@yahoo.com)	[same as on file]
Email Address (required)	[same as on file]

**Terms and Conditions**

1) All terms are as specified in the original Agreement previously executed on or about December 14, 2018, by and between SADA and Customer.

2) Customer agrees that all licenses will be provisioned on the primary domain, and that the primary domain is accurate as listed here ....

<http://co.hidalgo.tx.us>

3) Additional licenses purchased during the Contract Term will be priced at the price per month (for any sku listed above) multiplied by the number of partial or whole months remaining in the Contract Term.

4) Payment for additional licenses purchased during the Contract Term will be due in full upon receipt of an invoice, and will be exempt from the Payment Schedule above.

**Notices:**

Any notices under this Agreement will be directed, if to SADA, at:

**Patrick Monaghan, Chief Legal Officer**  
**SADA Systems, Inc.**  
5250 Lankershim Blvd., Suite 620  
North Hollywood, CA 91601  
Email: [legal@sada.com](mailto:legal@sada.com)

and if to Customer, at the Main Contact above.

**CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS ORDERING DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.**

**IN WITNESS WHEREOF**, this Ordering Document has been executed by the parties through their duly authorized officers.

**SADA Systems, Inc.**

**Hidalgo County**

DocuSigned by:  
*Jonathan Williams*  
C7AE4DTEZ78841Z...  
\_\_\_\_\_  
Signature

*Richard F. Cruz*  
\_\_\_\_\_  
Signature

Jonathan Williams

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Name

Senior Manager, Commercial Contracts

---

Title

5/19/2022 | 4:16 PM PDT

---

Date

Richard F Cortez

---

Name

Hidalgo County Judge

---

Title

May 27, 2022

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Date

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON May 17, 2022. MS

Agenda Item No. 85800

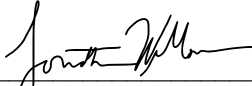
Executive Office: ms

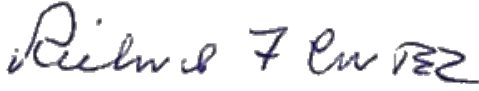
**VENDOR:**

SADA Systems, Inc.

**COUNTY:**

COUNTY OF HIDALGO

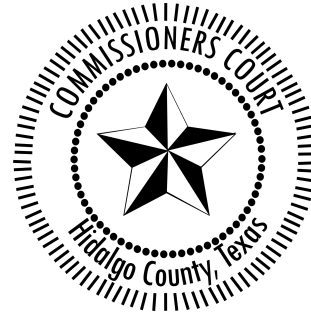
  
\_\_\_\_\_  
Title Jonathan Williams - Sr. Manager, Commercial Contracts

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


**APPROVED AS TO FORM**

Office of the Criminal District Attorney, Ricardo Rodriguez, Jr.

**ATTEST:**



  
\_\_\_\_\_  
Amanda D. Austin, Assistant District Attorney

  
\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**ATTACHMENTS:**

(If Applicable)

**SUPPLEMENTAL SIGNATURES:**

(If Applicable)












# SADA Systems LLC.

Final Audit Report

2022-05-31

Created:	2022-05-25
By:	Alexandra Vela (alexandra.vela@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7o21OREBCqi3hsxcTL2dBsaYsHbOloxv


## "SADA Systems LLC." History

-  Document created by Alexandra Vela (alexandra.vela@co.hidalgo.tx.us)  
2022-05-25 - 7:15:20 PM GMT
-  Document emailed to MONICA SALINAS (monica.salinas@co.hidalgo.tx.us) for approval  
2022-05-25 - 7:24:14 PM GMT
-  Email viewed by MONICA SALINAS (monica.salinas@co.hidalgo.tx.us)  
2022-05-25 - 8:13:49 PM GMT
-  Document approved by MONICA SALINAS (monica.salinas@co.hidalgo.tx.us)  
Approval Date: 2022-05-25 - 8:16:56 PM GMT - Time Source: server
-  Document emailed to Amanda Diane Austin (amanda.austin@da.co.hidalgo.tx.us) for signature  
2022-05-25 - 8:17:07 PM GMT
-  Email viewed by Amanda Diane Austin (amanda.austin@da.co.hidalgo.tx.us)  
2022-05-25 - 8:53:09 PM GMT
-  Document e-signed by Amanda Diane Austin (amanda.austin@da.co.hidalgo.tx.us)  
Signature Date: 2022-05-27 - 1:38:52 PM GMT - Time Source: server
-  Document emailed to Richard F Cortez (countyjudge@co.hidalgo.tx.us) for signature  
2022-05-27 - 1:39:02 PM GMT
-  Email viewed by Richard F Cortez (countyjudge@co.hidalgo.tx.us)  
2022-05-27 - 1:49:15 PM GMT
-  Document e-signed by Richard F Cortez (countyjudge@co.hidalgo.tx.us)  
Signature Date: 2022-05-27 - 6:46:18 PM GMT - Time Source: server
-  Document emailed to Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us) for approval  
2022-05-27 - 6:46:29 PM GMT




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2022-05-27 - 7:02:45 PM GMT

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Approval Date: 2022-05-27 - 7:15:57 PM GMT - Time Source: server

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2022-05-27 - 7:16:07 PM GMT

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2022-05-27 - 9:33:32 PM GMT

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Signature Date: 2022-05-27 - 9:37:07 PM GMT - Time Source: server

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2022-05-27 - 9:37:18 PM GMT

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2022-05-27 - 9:42:12 PM GMT

 Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

Approval Date: 2022-05-31 - 1:33:28 PM GMT - Time Source: server

 Agreement completed.

2022-05-31 - 1:33:28 PM GMT

