

C-22-0550-09-06

28D 1. AI-87333 Constable Pct. #3:

A. Requesting approval to rescind action taken by (CC 08/19/2022 AI-87036) for the purchase of body worn camera/video equipment and maintenance subscription (through our membership with Sourcewell contract #010720-WCH) from Motorola Solutions in the amount \$51,166.00 for Hid. Co. Constable Precinct 3 due to lacking approval from legal.

B. Requesting authority for the purchase of body worn camera/video equipment and maintenance subscription from Motorola Solutions through our membership with Buy Board contract #648-21 in the amount of \$51,166 for Hid. Co. Constable Precinct 3; with authority for County Judge to sign all required documents.

28D 2. AI-87321 Constable Pct. #4:

A. Requesting approval to rescind action taken (CC 08/09/2022 AI-86891) for the purchase of body worn camera/video equipment and maintenance subscription (through our membership with Sourcewell Contract #010720-WCH) from Motorola Solutions in the amount \$51,166.00 due to lacking the approval from our legal team.

B. Requesting authority for the purchase of body worn camera/video equipment and maintenance subscription from Motorola Solutions through our membership with Buy Board contract #648-21 in the amount of \$51,166.00 for Hid. Co. Constable Precinct 4; with authority for County Judge to sign all required documents.

28E. Pct. 1

28E 1. AI-87244 A. Point of reference to inform Commissioners' Court of need to accept the sole incomplete response received for Lease of Parcel for Citizen Collection Site in Mercedes due to the need of service for constituents in that area

B. Requesting approval to award and contract [C-22-0421-09-06] with Amy Ayala, Owner of the Parcel of Land for the Citizen Collection Site in Mercedes, subject to receipt of 1295 form.

28F. Pct. 2 - *Vendor application*  
- *Required forms*

28F 1. AI-87346 Requesting acceptance and approval of the final negotiated Construction Contract [C-22-0094-06] (ARPA-22-122-109) to award the lowest responsible bidder, GO Underground, LLC in the amount of \$3,694,806.64 as the General Contractor for the Hidalgo County Precinct 2 Las Milpas Road Drainage, Bridge, and Traffic Signal Installation Project with authority to issue notice to proceed.

28F 2. AI-87337 A. Requesting approval to execute the final form of a professional engineering services agreement (subject to HC/DA/Civil Section legal approval) for the provision of Geo-Technical & Construction Material Testing Services with Terracon Consultants [approved for negotiations CC 7/26/22 AI#86754] for the Hidalgo Health Clinic Renovation or Reconstruction Project (ARPA-22-122-088), subject to compliance with Form 1295.

B. Approval of Work Authorization No. 1 with an estimated cost of \$12,125.00 submitted by Terracon Consultants (C-22-0449-09-06) to provide professional engineering services required for a property condition assessment and asbestos and indoor air quality services for the Hidalgo Health Clinic Renovation or Reconstruction Project.

28F 3. AI-87286 Requesting authority to purchase "Inclusive Accessibility Toolbar" with Recite Me, Na, LLC, in the amount of \$1,500 per/year for a three (3) year term in the total amount of \$4,500 providing Hidalgo County users with disabilities to accessible communication; with authority for the County Judge to sign all required documents.

**APPROVED**

28G. Pct. 3

28G 1. AI-87279 Requesting authority to advertise with approval of RFP procurement packet as attached hereto for: Hidalgo County Pct. 3 and other areas within Hidalgo County on an as needed basis for "Emergency Ambulance

*2-year lease with 3, one year renewals*



t: +1 571 946 4068

e: [info@reciteme.com](mailto:info@reciteme.com)

w: [www.reciteme.com](http://www.reciteme.com)

12110 Sunset Hills Rd #600,

Reston VA, 20190,

USA

# Recite Me Order Form

C-22-0550-09-06

Carolyn Thornton

E-signed 2022-09-07 04:04PM CDT  
carolyn.thornton@co.hidalgo.tx.us



This document outlines the commercial agreement between

Recite Me NA LLC

(The Supplier)

and

Hidalgo County Precinct 2

(The Client)

For Recite Me to provide web accessibility tools for a period as defined below on the url(s) listed.

## Authorised URL(s)

Please list all the URL's you intent to deploy the Recite Me software on as part of this agreement.

URL (s)

https://precinct2.net/

3 Years - \$4,500

*Rec. 4,500/yr*

\*Note: \$1500 billed annually

Period of Contract	Price	
3 Years	\$4,500	<input checked="" type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

Please check box of preferred option.

Recite Me Terms and Conditions within this agreement apply. All prices quoted in US Dollars.

Quotes Valid for 60 days from date of quotation.

## Signatures

The Supplier

The Client

Contact Name	Matthew Cox	Contact Name	Daniel Salinas
Title	Country Manager	Title	IT Director
Email	matt.cox@reciteme.com	Email	daniel.salinas@co.hidalgo.tx.us
Telephone	571 946 4068	Telephone	(956) 292-7010
Signature	<i>Matthew Cox</i>	Signature	<i>Daniel Salinas</i>
Date	Sep 6, 2022	Date	Sep 7, 2022

# 1 Description Of The Services Contracted

1. The Supplier will provide Recite Me web accessibility software ("the Web Accessibility Software") for the Client's website for the duration of the agreement. Recite Me is supplied on a software as a service ("SaaS") basis.
2. The Supplier will provide a named account manager who will be the main point of contact between the Supplier and the Client throughout the agreement.
3. The Supplier will provide technical support as required.

# 2 Exclusivity and Intellectual Property Rights

1. The Supplier is permitted to offer the same Web Accessibility Software to other companies.
2. It is agreed and acknowledged that all Intellectual Property Rights in the Web Accessibility Software belong exclusively to the Supplier and the Supplier's sister company Recite Me Limited on behalf of which the Supplier acts as exclusive agent in the United States of America.
3. The Supplier warrants that the Supplier has the right to provide the Web Accessibility Software to the Client as set out in this Agreement and that such provision shall not infringe the intellectual property rights of any third party.

# 3 Support

The Supplier is committed to providing technical support to the Client, when applicable, throughout the Term of this agreement. Furthermore, the Supplier will ensure that the Web Accessibility Software is available in accordance with the service levels set out in Appendix A.

# 4 Breach Of Contract

1. The Supplier will endeavour to rectify a breach of contract within 1 month.
2. The Client shall be permitted to contract with another supplier should the Supplier fail to rectify the breach within the given period.

# 5 Supplier Fees

1. In consideration for the provision of the Web Accessibility software the Client shall pay the Supplier the following charges:

Please refer to page 2

Payments must be made *in accordance with chapter 2251 of the Texas Government Code (the "Texas Prompt Payment Act")* within 30 days of the date of the invoice.

*MC*

# 6 Supplier Contact

The designated person/department of the Client who is to supervise the Supplier's work will be provided by the Client.

### 7 Termination

The contract can be terminated without notice subject to

1. Receivership, administration or liquidation of either party
2. Breach of any term of the agreement that is not remedied within one month by either party
3. The Client may terminate this Agreement at any time upon thirty (30) day written notice to the other party.

### 8 Confidentiality

1. Each party agrees to keep confidential any and all commercial, technical, financial or other business information concerning the other party to which it may become party during the course of this Agreement and further agrees in particular not to disclose all or any part of that information to any third party, except as may be required by a mandatory rule of law or order of court of competent jurisdiction.
2. For the purposes of this clause if the parties agree that confidential information shall not include:
  - Information generally available to members of the public in written or other fixed form or which becomes so available through no fault or breach of this Agreement on the part of the recipient;
  - Information which its recipient can establish by independent evidence was available to it and its free disposal prior to its receipt under or in connection with this Agreement; and
  - Information at any time received from a third party not apparently bound (after enquiry) by any contractual or fiduciary obligation of confidence and thus free to make disclosure.
  - ~~The Supplier may issue press releases or promotional material relating to the Client and its use of the Web Accessibility Software for advertising or other purposes before, during or after termination of this agreement.~~
  - This clause shall continue to have full force and effect both before and after termination of this Agreement (for whatever reason).

MC

MC

### 9 Documentation

Service of documents between the parties may be by email or normal post.

### 10 Liability

1. The Supplier is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.
2. <sup>To the extent allowed by the Constitution + the Laws of the State of Texas:</sup> Save in the case of death or personal injury resulting from its negligence the aggregate liability of Recite Me NA LLC. under this Agreement (howsoever arising) shall not exceed \$5,000.

MC

### 11 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the state of <sup>Texas.</sup> ~~Virginia.~~ MC



## Recite Me SLA

C-22-0550-09-06

1. During each month of this Agreement the Supplier undertakes to the Client that the Software shall be capable of being accessed (except where inaccessibility is caused by backbone outage or power failure of the National power suppliers or any event of Force Majeure) no less than 99.9% of the time during normal working hours of 09:00 to 17:00 EST.\*
2. During each month of this Agreement the Supplier undertakes to the Client that the server on which the Software is hosted and the ancillary equipment out to the relevant router shall have no more than 1.0% down time.\*
3. The Supplier undertakes that the Software is backed-up at least once every 24 hours and secured in accordance with good industry practice.
4. The Supplier will monitor the Software on the relevant server and if at any time the Software is not fully accessible for 2 hours or more then the Supplier shall notify the Client immediately and the Supplier shall start correcting the problem immediately and shall continue working on it until it is remedied.
5. The Supplier will ensure that:
  - All planned maintenance will be undertaken outside of the normal working hours referred to above.
  - All planned maintenance which may result in the Software not being available for more than 2 hours will be notified to all clients prior to carrying out such maintenance.
  - Notice of emergency maintenance will be given as soon as is practicable.

\*For the avoidance of confusion the difference between points 1 and 2 is designed to reflect that within normal working hours our team can react in real time to any issue, whereas out of hours this may take a little longer, and to allow for any planned system downtime for maintenance/upgrades.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON September 06, 2022.

Agenda Item No. 87286

Executive Office: MM

VENDOR:  
Recite Me NA, LLC

COUNTY:  
COUNTY OF HIDALGO

Matthew Cox  
Matthew Cox, Country Manager

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

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

ATTEST:



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

Arturo Guajardo, Jr.  
Arturo Guajardo, Jr., County Clerk











# Recite Me Order Form and Terms and Conditions

Final Audit Report

















2022-09-07

Created:	2022-09-06
By:	Maria Gaytan (maria.gaytan@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAupxC7n_2zk59t2xWqhV0qOQ-w7-w7q0f


## "Recite Me Order Form and Terms and Conditions" History

-  Document created by Maria Gaytan (maria.gaytan@co.hidalgo.tx.us)  
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-  Document emailed to Matt Cox (matt.cox@reciteme.com) for signature  
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-  Email viewed by Matt Cox (matt.cox@reciteme.com)  
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-  Document e-signed by Matt Cox (matt.cox@reciteme.com)  
Signature Date: 2022-09-06 - 7:52:24 PM GMT - Time Source: server
-  Document emailed to margaret.mungia@co.hidalgo.tx.us for approval  
2022-09-06 - 7:52:30 PM GMT
-  Email viewed by margaret.mungia@co.hidalgo.tx.us  
2022-09-06 - 8:05:40 PM GMT
-  Signer margaret.mungia@co.hidalgo.tx.us entered name at signing as Margar  
2022-09-06 - 8:06:10 PM GMT
-  Document approved by Margar (margaret.mungia@co.hidalgo.tx.us)  
Approval Date: 2022-09-06 - 8:06:12 PM GMT - Time Source: server
-  Document emailed to amanda.austin@da.co.hidalgo.tx.us for signature  
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-  Email viewed by amanda.austin@da.co.hidalgo.tx.us  
2022-09-06 - 8:18:45 PM GMT




-  Signer amanda.austin@da.co.hidalgo.tx.us entered name at signing as Amanda Diane Austin  
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-  Document e-signed by Amanda Diane Austin (amanda.austin@da.co.hidalgo.tx.us)  
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-  Document emailed to countyjudge@co.hidalgo.tx.us for signature  
2022-09-06 - 8:19:33 PM GMT
-  Email viewed by countyjudge@co.hidalgo.tx.us  
2022-09-06 - 8:20:50 PM GMT
-  Signer countyjudge@co.hidalgo.tx.us entered name at signing as Richard F Cortez  
2022-09-07 - 6:02:16 PM GMT
-  Document e-signed by Richard F Cortez (countyjudge@co.hidalgo.tx.us)  
Signature Date: 2022-09-07 - 6:02:18 PM GMT - Time Source: server
-  Document emailed to carolyn.thornton@co.hidalgo.tx.us for approval  
2022-09-07 - 6:02:23 PM GMT
-  Email viewed by carolyn.thornton@co.hidalgo.tx.us  
2022-09-07 - 9:03:52 PM GMT
-  Signer carolyn.thornton@co.hidalgo.tx.us entered name at signing as Carolyn Thornton  
2022-09-07 - 9:04:11 PM GMT
-  Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)  
Approval Date: 2022-09-07 - 9:04:12 PM GMT - Time Source: server
-  Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature  
2022-09-07 - 9:04:18 PM GMT
-  Email viewed by arturo.guajardo@co.hidalgo.tx.us  
2022-09-07 - 9:10:15 PM GMT
-  Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.  
2022-09-07 - 9:10:50 PM GMT
-  Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)  
Signature Date: 2022-09-07 - 9:10:52 PM GMT - Time Source: server
-  Document emailed to Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us) for approval  
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 Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

Approval Date: 2022-09-07 - 9:12:31 PM GMT - Time Source: server

 Agreement completed.

2022-09-07 - 9:12:31 PM GMT

