



COUNTY OF EL PASO
INFORMATION TECHNOLOGY DEPARTMENT (ITD)

800 E. OVERLAND, SUITE 400
EL PASO, TEXAS 79901
(915) 546-2041
FAX (915) 546-2042

MEMORANDUM:

TO: County Judge Anthony Cobos
FROM: Peter Cooper *Pa.*
Chief Technology Officer
DATE: September 8, 2009
SUBJECT: Agenda Item for Commissioner's Court
Monday, September 14, 2009

AGENDA ITEM:

Approve and authorize the County Judge to accept and sign the service contract (KK-09-342 with the County of El Paso and the Office of the Attorney General. OAG will be billed a monthly rate of \$300 and an annual fee of \$1,433 for maintenance and support of database software.

BACKGROUND:

The purpose of the contract is for the County to provide OAG with access to certain databases ran by ITD. The OAG shall pay the County a monthly fee of Three Hundred Dollars (\$300) for each month that the County provides the OAG with an ISDN router connection and dedicated router port, and unlimited inquiry access to the County provided databases.

OAG will pay the County an annual fee for maintenance and support of the database software residing on the County system for up to twenty-three (23) OAG authorized employees. The fee will not exceed Seventy-Five Dollars (\$75) per license.

The contract is effective on September 1, 2009 and shall terminate on August 31, 2011 unless terminated earlier to Section 7 of this contract.

cc: Commissioner Anna Perez, Pct. #1
Commissioner Veronica Escobar, Pct. #2
Commissioner Willie Gandara, Pct. #3
Commissioner Daniel R. Haggerty, Pct. #4

Cathy Rice

From: Christina Sanchez
Sent: Tuesday, September 08, 2009 8:25 AM
To: Cathy Rice
Subject: OAG Contract Renewal
Attachments: k09342_OAG_ITD.pdf

COUNTY LEGAL REVIEW FORM

KK-09-342

Contract Description: Service contract between the County of El Paso and the Office of the Attorney General (OAG) to provide OAG with access to certain databases ran by ITD.

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

Approved as to Form as Submitted
 Approved as to Form with Amendments/Modifications/Reservations Noted Below*
 Not Approved

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Christina Sanchez
Assistant County Attorney

Christina Sanchez
Assistant County Attorney, General Counsel Unit
500 E. San Antonio
County Courthouse Room 503
El Paso, Texas 79901-2494
915-546-2050/2081
915-546-2133
christina.sanchez@epcounty.com

EL PASO COUNTY CONTRACT DATA FORM
ATTACH TO FRONT OF ALL CONTRACTS SUBMITTED

Date: 9-8-09 Department: Information Technology Department

Contract No.: KK- 09-342 Date Submitted for CA Review: ** 8-25-09

Sponsor/Administrator of Contract: Peter Cooper, CTO

Purpose of Contract/Subject Matter: Service Contract with Office of the Attorney General

Funding Source: County: Grant: Other:

Other Party(ies) to Contract: _____

Contract Price: _____ Bid No.: _____ Date Bid Awarded: _____

Significant Terms/Administrative Milestones:

1. Beginning Date: 9-1-09 Ending Date: 8-31-11

2. Bond Requirements:

(a) Type of Bond: Bid Performance Payment

(b) Amount: _____ (c) Copy of Bond Provided: _____

(d) Review by Risk Manger: Signature _____ Date _____

3. Insurance Requirements:

(a) Duty to Insure: County Other Party (b) Proof of Ins Provided: _____

(c) Type of Ins.: _____ (d) Amount: _____

(e) Review by Risk Manager: Signature _____ Date _____

4. Audit Requirements: _____

5. Tax Forms Required: _____ 6. Notice of Renewal Date: _____

7. Other: _____

8. Account Name and No. for Payment: _____

9. Date Contract on Agenda for Approval by Commissioner's Court: 9-14-09

DEPARTMENT HEAD/ELECTED OFFICIAL ACTION

APPROVED AS TO CONTENT/ACKNOWLEDGEMENT OF DUTY TO ADMINISTER ALL TERMS AND CONDITIONS: *

The undersigned hereby certifies that they have read the contract and understand and approve the contract terms except as noted and further certify that the contract conforms to the bid specifications, if any, and acknowledges that they are responsible for administering all terms and conditions of the contract.

Peter Cooper, CTO



Department Head/Elected Official

9-8-09

Date

* Responsibility for Payments/Collections: The sponsor may make arrangements with the County Auditor to make/collect periodic payments pursuant to the contract. However, it is the responsibility of the sponsor to coordinate such an arrangement with the Auditor.



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
CHILD SUPPORT DIVISION

August 11, 2009

The Honorable Anthony Cobos
County Judge, El Paso County

500 East San Antonio Avenue (#301)
El Paso, Texas 79901

RE: Contract between the Office of the Attorney General and El Paso County: Unit to
County FY 10-11, Contract Number: 10-C0007

Dear Mr. Cobos,

Attached are **two originals** of the above referenced contract. Please have both originals signed
where indicated and return to my attention either through the US Postal Service at:

Office of the Attorney General
Child Support Division, MC 062
Jamie Lala, CS Government Contracts
PO Box 12017
Austin, TX 78711-2017

Or FedEx at:

Office of the Attorney General
Child Support Division
Jamie Lala, CS Government Contracts
5500 E. Oltorf, MC 062
Austin, TX 78741

Upon receipt of the two signed originals, the documents will be routed to Alicia Key, Deputy
Attorney General for Child Support for signature. After the documents have been signed by all
parties, one original will be returned to you for your records. If you have any questions regarding
this contract, please contact me at (512) 460-6463.

Sincerely,


Jamie Lala
Government Contract

KK-09-342

**State of Texas
CONTRACT FOR SERVICES**

OAG Contract No. 10-C0007

1. INTRODUCTION

1.1. Parties

The parties to this Contract are the Office of the Attorney General of Texas (hereinafter referred to as "the OAG") and El Paso County, Texas (hereinafter referred to as "the County" or "County").

1.2. Authority

This Contract is authorized by § 231.002 of the Texas Family Code.

1.3. Purpose

The parties hereby enter into a contract to access certain information for the purpose of locating non-custodial parents, a Title IV-D function. The County agrees to provide OAG with access to certain information on the County's automated data systems.

2. TERM

This Contract is effective on September 1, 2009 and shall terminate on August 31, 2011, unless terminated earlier as provided herein.

3. PARTY RESPONSIBILITIES

3.1. The County Shall:

3.1.1. Agree to provide the OAG access to certain databases run by the County's Information Technology Department (ITD).

3.1.2. Provide the OAG employees assigned to Child Support Units located in El Paso County, Texas with inquiry access to up to twenty-three (23) concurrent users, to the following ITD databases located at the El Paso County Courthouse, 500 East San Antonio, El Paso, Texas:

3.1.2.1 Justice Information Management System (JIMS)

3.1.2.2 Images in JIMS

KK-09-342

3.1.3. Provide an ISDN router connection and dedicated router port to the databases provided by the County. The County shall also provide a User ID/password for each employee given access to the databases provided by the County.

3.1.4. Provide inquiry training to designated OAG employees authorized to access the applicable databases.

3.1.5. Provide maintenance and support of the Informix/Ardent/IBM database access software (uniVerse) residing on the County system.

3.2. The OAG Shall

3.2.1. Ensure the OAG staff granted access to the County databases, screens, and systems through the User ID/password assigned by the County is kept secure and not provided to any other person in accordance with OAG policy regarding system access and safeguarding of passwords.

3.2.2. Provide the necessary ISDN line to connect to the ISDN router provided by the County and is responsible for the costs associated with the ISDN line.

3.2.3. Purchase appropriate terminal emulation and document imaging view station software to be installed on the OAG users' computers. The OAG is responsible for all costs associated with the purchase and installation of such software.

3.2.4. The OAG has already paid a fee for the current users of the County's Informix/ardent/IBM database access software (uniVerse) installed on the County's automated system. Should the OAG want to increase the number of concurrent users, the OAG shall pay the County an additional one time fee for each additional concurrent user.

3.2.5. Pay a monthly fee for access to the County databases through the ISDN router connection and dedicated router port.

3.2.6. Pay the County an annual fee for support and maintenance to the County's Informix/ardent/IBM database access software (uniVerse).

4. FINANCIAL MATTERS

4.1. Maximum Liability

Notwithstanding any other provision of this Contract, the cumulative liability of the OAG under this contract shall not exceed the sum of Ten Thousand Two Hundred Dollars (\$10,200.00).

4.2. Payment Structure

4.2.1. OAG shall pay the County a monthly fee of Three Hundred Dollars (\$300.00) for each month the County provides the OAG with an ISDN router connection and dedicated router port, and unlimited inquiry access, for up to twenty-three (23) concurrent users. Payment will be made upon submission of an invoice which shall be submitted monthly. OAG will not be liable to pay any invoice submitted later than three (3) months after the month in which the port fee was incurred unless the OAG, in its sole discretion, decides to make such payments.

4.2.2. OAG shall pay the County an annual fee for the county to provide support and maintenance to the County's Informix/ardent/IBM database access software (uniVerse). The fee shall not exceed Seventy-Five Dollars (\$75.00) or a proportionate amount for any partial twelve (12) month period per OAG employee authorized to access the applicable County databases. The County shall invoice the OAG during the last month of each state fiscal year of this Contract.

4.2.3. OAG has paid the County a one-time fee for each concurrent user, above twenty-three (23) concurrent users, accessing the applicable County databases for the right to use the Informix/ardent/IBM database access software (uniVerse) installed on the County's automated system. The per user fee shall be equal to the cost of the license for the right to use the Informix/ardent/IBM database access software at the time the additional concurrent use is requested by the OAG. The County directs the OAG, and the OAG agrees, to pay this fee to The Software Group, Inc., 1120 Jupiter Road, Suite 100, Plano, Texas, 75074.

4.3. Invoicing and Payment Information

Payment will be made upon submission of an invoice which shall be submitted in accordance with the specifications of this document. The items invoiced must be described in the same fashion as in this document. Each invoice presented must include COUNTY Name, Tax Identification Number, Address, Contact Phone Number, the Contract Number, serial numbers (if applicable), identification of goods delivered or services provided, the delivery date, the delivery location, and the unit price for each item within a shipment (if applicable). COUNTY shall provide additional information and/or documentation as the OAG reasonably may require. COUNTY shall respond to any OAG request for additional information and/or documentation to support payment within five (5) calendar days of receipt. The OAG shall not be liable for any performances rendered or obligations incurred on behalf of the OAG by COUNTY before execution of this document. The OAG shall process a properly prepared invoice for payment in accordance with the State procedures for issuing State payments and the Texas Prompt Payment Act.

Invoices shall be mailed to:
Office of the Attorney General
Accounting Division - Mail Code 003
P.O. Box 12548
Austin, Texas 78711-2548

4.4. Audit and Investigation

County understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. County further agrees to cooperate fully with the State Auditor's office or its successor in the conduct of the audit or investigation, including providing all records requested.

4.5 Legislative Appropriations

Any and all obligations of the OAG are subject to the availability of legislative appropriations and to the availability of federal funds. The parties acknowledge that the ability of the OAG to make any and all payments under this contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this contract and the OAG's continual ability to make payments under this contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this contract, nor shall it be liable for any further payments ordinarily due under this contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to County of any such termination.

4.6 Provision of Funding by United States

It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG shall promptly notify County of such fact in writing.

4.7 Assignment of Claims

The County hereby assigns to the OAG any claims for overcharges associated with this Contract under the anti-trust laws of the United States, 15 USC 1, et seq., and the antitrust laws of the State of Texas, Texas Business & Commerce Code, Section 15.01, et seq.

5. CONTRACT MANAGEMENT

5.1 Notices

5.1.1 Written Notices Delivery

Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

The County

The address of the County for all purposes under this Contract and for all notices hereunder shall be:

The Honorable Anthony Cobos (or his successor in office)
County Judge, El Paso County
500 East San Antonio Avenue, (#301)
El Paso, Texas 79901

With Copies to (registered or certified mail with return receipt is not required for copies):

Art Arma, Director of IT
Information Technology Department
800 East Overland, Suite 400
El Paso, Texas 79901

The OAG

The address of the OAG for all purposes under this Contract and for all notices hereunder shall be:

Alicia G. Key (or her successor in office)
Deputy Attorney General for Child Support
Office of the Attorney General
P.O. Box 12017 (Mail Code 033)
Austin, Texas 78711-2017

With copies to (registered or certified mail with return receipt is not required for copies):

Joseph Fiore (or his successor in office)
Managing Attorney, Contracts Attorneys, Child Support Division
Office of the Attorney General
P. O. Box 12017 (Mail Code 044)
Austin, Texas 78711-2017

5.2 Liaisons

County and OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract. The liaison(s) named by County shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by OAG and respond to any such inquiries by OAG. The liaison(s) named by OAG shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by County and respond to any such inquiries by County. The liaison(s) shall be named in writing at the time of the execution of this Contract. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

5.3 Reporting Fraud, Waste or Abuse

County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:

- the OAG Liaison;
- the Deputy Director for Contract Operations, Child Support Division;
- the Deputy Attorney General for Child Support;
- the Deputy Director, Child Support Division;
- the OAG Ethics Advisor;
- the Director of the OAG Office of Special Investigations;
- the OAG's Agency Integrity Program ("AIP") Hotline (866-552-7937) or the AIP E-mailbox (AIP@oag.state.tx.us);
- the State Auditor's Office hotline for fraud (1-800-892-8348); or the Texas State Auditor's Special Investigation Unit, (512) 936-9500.

The report of suspected misconduct shall include (if known):

- the specific suspected misconduct;
- the names of the individual(s)/entity(ies) involved;
- the date(s)/location(s) of the alleged activity(ies);
- the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
- any documents which tend to support the allegations.

The words fraud, waste or abuse as used in this Section have the following meanings:

- Fraud is the use of one's occupation for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
- Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
- Abuse, being distinct from fraud, encompasses illegal acts or violations of policy or provisions of contracts or grant agreements. When abuse occurs, no law, regulation or provision of a contract or grant agreement is necessarily violated. Rather, the conduct of an individual falls short of behavior that is expected to be reasonable and necessary business practice by a prudent person. An example of abuse would be misuse of the power or authority of an individual's position.

5.4 Dispute Resolution

5.4.1 The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and the County to attempt to resolve any claim for breach of contract made by the County:

A County claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by subchapter B, to the Director, Child Support Division, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and the County otherwise entitled to notice under this contract. Compliance by the County with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the negotiation process.

5.4.2 Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the OAG nor any other conduct of any representative of the OAG relating to the contract shall be considered a waiver of sovereign immunity to suit.

5.4.3 The submission, processing and resolution of the County's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

5.4.4 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part.

6. AMENDMENT

This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of OAG and the County.

7. TERMINATION OF THE CONTRACT

7.1 Termination with Notice

Either party may terminate the contract, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the other party.

7.2 Changes in Federal or State Requirements

If Federal or State laws or regulations or other Federal or State requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract and if the parties can not agree to an amendment that would enable substantial continuation of the contract, the parties shall be discharged from any further obligations under this contract.

7.3 Survival of Terms

Termination of this contract for any reason shall not release the Vendor from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

8. TERMS AND CONDITIONS

8.1 Federal Terms and Conditions

8.1.1 Compliance with Law and Conforming Amendments

County must comply with all state and federal laws, rules, regulations, requirements and guidelines applicable to County: (1) performing its obligations hereunder and to assure with respect to its performances hereunder that OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D of the federal Social Security Act of 1935 as amended; (2) providing services to OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this contract. OAG reserves the right, in its sole discretion, to unilaterally amend this contract throughout its term to incorporate any modifications necessary for OAG's or County's compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines.

8.1.2 Civil Rights

County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor". County shall ensure that all subcontracts comply with the above referenced provisions.

8.1.3 Records Retention and Inspection

County shall retain all financial records, supporting documents, statistical records, and any other records, documents, papers or books (collectively referred to as records) relating to the performances called for in this contract. County shall retain all such records for a period of three (3) years after the expiration of the term of this contract, or until the OAG or the United States are satisfied that all audit, claim, negotiation and litigation matters are resolved, whichever period is longer. County shall grant access to all such records to the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States (or any of their duly authorized representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision shall be included in all subcontracts.

8.2 News Releases or Pronouncements

News releases and/or advertisements, publications, declarations and any other pronouncements by the County using any means or media, pertaining to this transaction, must be approved in writing by the OAG prior to public dissemination.

8.3 Non-Waiver of Rights

Failure of a party to require performance by another party under this Contract will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

8.4 No Waiver of Sovereign Immunity

THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE OAG OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE OAG OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

8.5 Severability

If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

8.6 Agreement Relating to Debts or Delinquencies Owed to the State

As required by §2252.903, Government Code, the County agrees that any payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

8.7 Hurricane Relief

Sections 2155.006 and 2261.053, Government Code, prohibit the OAG from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004 of the Government Code, occurring after September 24, 2005. Under §2155.006, Government Code, the County certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

8.8 Applicable Law and Venue

County agrees that this contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit concerning this contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. County further agrees that any and all payments shall be due and payable in Travis County, Texas.

8.9 Headings

The headings for each section of this contract are stated for convenience only and are not to be construed as limiting.

8.10 Entire Agreement

This contract represents the entire agreement between the parties. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract.

El Paso County

Office of the Attorney General

The Honorable Anthony Cobos
County Judge, El Paso County

Alicia G. Key
Deputy Attorney General for Child Support

Date Signed

Date Signed