

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-121-12-26

THIS CONTRACT is made and entered into this 1st day of January, 2008 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Yoder Enterprises, Inc. d/b/a Advanced Paging** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Pager and Pager Services"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Sheriff's Office** . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or

his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of **one (1) year**, commencing **January 1, 2008** and expiring on **December 31, 2008** with the County's option to extend for one (1) additional year under the same rates, terms and conditions. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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


WITNESS our hands in duplicate originals this _____ day of _____, 2008.

COUNTY OF HIDALGO



By: _____
Juan D. Salinas, III, County Judge

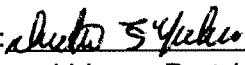
ATTEST:



Arturo Guajardo, Jr., County Clerk

COMPANY:

Advanced Paging & Wireless

By:  _____
Printed Name: Dwight F. Yoder
Title: Vice-President

Approved by Commissioners' Court on **December 26, 2007**

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

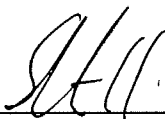
By:  _____

EXHIBIT “A”
SPECIFICATIONS

EXHIBIT "A"

Hidalgo County Sheriff's Office

"Pager and Pager Service"

QUOTE NO. 07-121-12-12-ROL

The Hidalgo County Sheriff's Office is seeking quotes for monthly air time use for pager service, purchase and replacement of units. The following services will be provided in accordance with these specifications and the manufacturer recommendations. Currently the Hidalgo County Sheriff's Office uses approximate over 150 Motorola Pagers. The quotes would have to be good for the 2008 calendar year with an option to extend for a one (1) additional year under the same rates, terms and conditions.

Specifications for pager and pager service.

- Can existing pagers be used?
- Price quote for replacing/purchasing and/or adding the following Alpha Numeric pager units to include service.
 - Motorola Bravo pager
 - Motorola Elite pager
 - Motorola Advisor pager
 - Motorola Advisor Gold pager
- Proposed monthly rate for unlimited airtime (per pager)?
- Proposed monthly rate for unlimited Alpha Numeric air time per pager if different from regular air time?
- Coverage area per price quoted.
- Group page Alpha Numeric rate.
- Repair Service Charge per Pager

If at any time it appears that the Hidalgo County Sheriff's Office will exceed \$25,000.00 within the fiscal year, all services will be suspended until a contract is obtained through the Hidalgo County bid process. We, however, do not expect to come anywhere close to that amount.

Requirement, Terms & Conditions

1. Please provide with your quote all additional fees.
2. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.
3. The term of the agreement will be for a period of one (1) year with the County's option to extend for one (1) additional year under the same rates, terms and conditions.
4. Any contract awarded to a successful vendor will be in effect until:
 - The contract expires.
 - Delivery and acceptance of product and/or performance of services ordered.
 - Termination by HIDALGO COUNTY with thirty (30) days written notice prior to cancellation
5. HIDALGO COUNTY reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.
6. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government

Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed CIQ forms to the Hidalgo County Clerk's
Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo
County Courthouse**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE
RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

- 7. PLEASE SUBMIT NO SUBMITTAL FORM BY FAX IF UNABLE TO
QUOTE.**

EXHIBIT “B”
VENDOR’S QUOTE

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"PAGER AND PAGER SERVICE"
BID NO.: 07-121-12-12-ROL

QUOTE PAGE

- Can existing pagers be used? No, All existing pagers currently on Account will be replaced at NO Charge. All New purchases will follow below pricing.
- Price quote for replacing/purchasing and/or adding the following Alpha Numeric pager units to include service.
 - Motorola Bravo pager \$ Obsolete
 - Motorola Elite pager \$ obsolete
 - Motorola Advisor ~~pager~~ Elite Pager \$ obsolete
 - Motorola Advisor Gold pager \$24.00 each replacement
- Proposed monthly rate for unlimited airtime (per pager) \$5.95
- Proposed monthly rate for unlimited Alpha Numeric air time per pager if different from regular air time? \$ Same as Above
- Coverage area per price quoted. Blue Area on Coverage map Included
- Group page Alpha Numeric rate. \$5.95 per Group per month
- Repair Service Charge per Pager \$24.00 each pager when repair is needed

BIDDER/COMPANY NAME: Advanced Paging
ADDRESS: 600 Ash Ave

CITY/STATE/ZIP CODE: M^cAllen, Texas 78501

PHONE & FAX NO.'S: 631-7243 - Fax # 213-1195
CELLULAR & BEEPER NO.'S: 984-9101 Dwight Yoder's Mobile

AUTHORIZED SIGNATURE: *Dwight F Yoder*

PRINTED NAME: Dwight F Yoder

TITLE: Vice Pres

EXHIBIT “C”
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2007

PRODUCER (956)686-3888 FAX (956)682-5650
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Yoder Enterprises, Inc.
DBA: Advanced Paging/Superior Paging
P O Drawer 3097
McAllen, TX 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty Co	
INSURER B: Assurance Co of America	
INSURER C: AMCOMP	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAS01111790	08/15/2007	08/15/2008	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	MED EXP (Any one person) \$ 10,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	SBS01116146	08/15/2007	08/15/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$
	OTHER THAN AUTO ONLY: EA ACC AGG \$				
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	PAS01111790	08/15/2007	08/15/2008	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000				
	\$				
	\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCV4142216	01/01/2007	01/01/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000				
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The County of Hidalgo is named as additional insured on the general liability and auto policies and a 30 day notice of cancellation on the general liability and auto policies.

CERTIFICATE HOLDER

CANCELLATION

The County of Hidalgo
2812 S Business Hwy 281
Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kent Shepard/CL03