

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-08-346-02-24**

THIS CONTRACT is made and entered into this 24th day of February, 2009 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and TRI COUNTY COMMUNICATIONS, LTD, a Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Repair, Installation and Removal of Communications & Radio Tower Miscellaneous Equipment"** (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 **Hidalgo County Sheriff's Office** for **"Repair, Installation and Removal of Communications & Radio Tower Miscellaneous Equipment"**. 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 **Hidalgo County Sheriff's Office** 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 the period beginning **March 1, 2009** and ending **December 31, 2009**, with the county's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions.

Hidalgo 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".

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.

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

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

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services

provided by Company, and that Company is an independent contractor under this Contract.

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

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

If to Company: **TRI COUNTY COMMUNICATIONS, LTD.**
 Attn: Tony Brunnemann, General Manager
 1421 E. Pike Blvd.
 Weslaco, Texas 78596

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's

written notice prior to cancellation.

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.

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this 3rd day of March, 2009.

COUNTY OF HIDALGO

By: [Signature]
Juan D. Salinas, III, County Judge

ATTEST:

[Signature]
Arturo Guajardo, Jr

COMPANY:
TRI-COUNTY COMMUNICATIONS

BY: [Signature]
PRINTED NAME: TONY BRUNNEMAN
TITLE: GENERAL MANAGER

Approved by Commissioners' Court on: February 24, 2009

APPROVED AS TO FORM
By: [Signature]
Antonio Mendoza,
Asst. Criminal District Attorney

Date: 3/2/09

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE- "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT" RFB NO: 2008-346-01-07-OTM

SPECIFICATIONS

Project Overview:

The Hidalgo County Sheriff's Office is seeking to contract with a qualified bidder to conduct all "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT" on an "As Needed Basis" including, but not limited to, the following:

Requirements & Qualifications, Terms & Conditions

1. The bid contract will be for communication & radio tower miscellaneous equipment that is currently installed in, or will be installed in the communication department or tower sites. This bid contract will include but is not limited to the following; programming of frequency and software, repairs, installation and removal to base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment.
2. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
3. Vendor shall have been in business (in this field) for a minimum of five (5) years.
4. A list of a minimum of five (5) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid for. Information should include, but not limited to the following:
 - a) company
 - b) contact person
 - c) phone number
 - d) work preformed
 - e) contract term
5. Vendors submitting bid will use only certified service technicians in performing installations, repairs and removals.
6. Vendors submitting bid will be able to refurbish and/or repair any and all none working radios, and miscellaneous equipment unless equipment is beyond repair.
7. Vendors submitting bid will have ample space to store property being removed and/or installed and the ability to track and document the storage of property.
8. Vendors submitting bid will have the proposed facility insured for loss's resulting in theft, fire, employee negligence or hazardous weather conditions.
9. Vendors submitting bid must have a service facility to be able to complete work specified located in Hidalgo county.

10. Vendors submitting bid must guarantee work performed.
11. Vendors submitting bid must be able to conduct installations repairs and removals at the Sheriff's Office or tower sites on an emergency basis. If the vendor will charge for a service call for this request, the vendor must include the cost of that service call.
12. Vendors submitting bid are welcome to make arrangements with the Purchasing Department set up an appointment to examine the equipment.
13. Vendor must maintain all proper insurances for duration of contract (refer to Exhibit "C").
14. For all prices for repairs, removals, installations and programming shall include consideration for time and labor.
15. The term of the contract will commence upon approval of commissioner court to December 31, 2009 and may be extended at the sole discretion of County for two (2) additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid for next contract term.
16. Hidalgo County reserves the right to hold bids for a period of ninety (90) days after bid opening without taking action and to award the bid considered the most advantageous to the County.
17. Evaluation of bids : All bids shall be evaluated on all factors including but no limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.
18. **ADDITIONAL INFORMATION:** Hidalgo County is requesting that bids be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 So. Business 281 (New Administration Bldg.), Edinburg, Texas 78539. WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, December 31, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 02, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2008-346-01-07-OTM

SPECIFICATIONS

PART I - REPAIRS

The Hidalgo County Sheriff's Office has installed in the Communication Department the following equipment:

1). Base Radio Council :

- A. Gaitronics councils ICP9000
- B. Motorola command plus councils

Note: Any and all new radios council acquired by the Sheriff's Office will be honored.

2). Radio Tower Equipment(offsite or on-site):

- A. Motorola repeater
- B. Midland repeater
- C. Macom repeater

Note: Any and all new Radio Tower Equipment acquired by the Sheriff's Office will be honored.

3). Miscellaneous Equipment:

- A. Headsets
- B. Microphones

4). Portable Radio / mobile radios:

- A. Motorola (any and all models)
- B. Vertex (any and all models)

Note: Any and all new equipment acquired by the Sheriff's Office will be honored.

Equipment used can change on a day-to-day basis depending on new product lines available. The above list is to let you know what type of equipment you may be repairing and not to limit the scope of repairs to these items only. The repairs will be for anything installed, that is considered communication equipment. (ex. Base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment).

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2008-346-01-07-OTM

BID PAGE

PART I - REPAIRS

Repairs should be for a hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price (**Reference to Exhibit "A" Specifications**).

HOURLY RATES:

A. Normal Business Hours ____ A.M. to ____ P.M. (**please fill in time**)

1. Technician \$ _____ Per Hour

B. After Hours, Weekends & Holidays ____ to ____ (**please fill in time**)

1. Technician _____ Per Hour

C. **Mark Up (%)Rate For Parts:** _____

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN: _____

PLEASE STATE ALL WARRANTIES: _____

VENDOR / COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

CELLULAR & PAGER NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2008-346-01-07-OTM

SPECIFICATIONS

PART II - REMOVAL AND INSTALLATION DESCRIPTION

1). **Base Radio Council :**

- A.. Gaitronics councils ICP9000
- B. Motorola command plus councils

Note: Any and all new radios council acquired by the Sheriff's Office will be honored.

2). **Radio Tower Equipment(offsite or on-site):**

- A. Motorola repeater
- B. Midland repeater
- C. Macom repeater

Note: Any and all new Radio Tower Equipment acquired by the Sheriff's Office will be honored.

3). **Miscellaneous Equipment:**

- A. Headsets
- B. Microphones

4). **Portable Radios:**

- A. Motorola (any and all models)
- B. Vertex (any and all models)

Note: Any and all new equipment acquired by the Sheriff's Office will be honored.

Equipment used can change on a day-to-day basis depending on new product lines available. The above list is to let you know what type of equipment you may be removing and installing and is not to limit the scope of removal and installation to these items only. The removal and installation will be for anything that is considered communication equipment. (ex. BASE RADIO CONSOLES, TOWER SITE REPEATERS OR EQUIPMENT, PORTABLE RADIOS, OR SPECIALTY SURVEILLANCE EQUIPMENT).

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2008-346-01-07-OTM

BID PAGE

PART II - REMOVAL AND INSTALLATION DESCRIPTION

Removal and installation should be for a hourly / time rate. Any and all additional fees should be included in bid price (**Reference to Exhibit "A" Specifications**).

HOURLY RATES:

A. Normal Business Hours ____ A.M. to ____ P.M. (**please fill in time**)

1. Technician \$ _____ Per Hour

B. After Hours, Weekends & Holidays ____ to ____ (**please fill in time**)

1. Technician _____ Per Hour

C. **Mark Up (%)Rate For Parts:** _____

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN _____

PLEASE STATE ALL WARRANTIES: _____

VENDOR / COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

CELLULAR & PAGER NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2008-346-01-07-OTM

BID PAGE

PART I - REPAIRS

Repairs should be for a hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price (**Reference to Exhibit "A" Specifications**).

HOURLY RATES:

A. Normal Business Hours 8:00 A.M. to 5:00 P.M. (**please fill in time**)

1. Technician \$ 70.00 Per Hour Minimum billing \$35.00

B. After Hours, Weekends & Holidays 5PM to 8AM (**please fill in time**)

1. Technician \$ 105.00 Per Hour - Minimum billing \$52.50

C. **Mark Up (%)Rate For Parts:** 22%

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN: Upon arrival at Site

PLEASE STATE ALL WARRANTIES: 60 Days Parts/Equipment and Repair/Install Labor

VENDOR / COMPANY NAME: Tri-County Communications

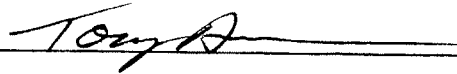
ADDRESS: 1421 E. Pike Blvd.

CITY/STATE/ZIP CODE: Weslaco, TX 78596

PHONE NUMBER: 956-447-8440

CELLULAR & PAGER NUMBERS: 956-792-6994

FAX NUMBER: 956-47-0622

AUTHORIZED SIGNATURE: 

PRINTED NAME: Tony Brunnemann

TITLE: General Manager

DATE: 01/07/2009

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2008-346-01-07-OTM

BID PAGE

PART II - REMOVAL AND INSTALLATION DESCRIPTION

Removal and installation should be for a hourly / time rate. Any and all additional fees should be included in bid price (**Reference to Exhibit "A" Specifications**).

HOURLY RATES:

A. Normal Business Hours 8:00A.M. to 5:00P.M. (**please fill in time**)

1. Technician \$82.50 Per Hour - Minimum billing \$41.25

B. After Hours, Weekends & Holidays 5PM to 8AM(**please fill in time**)

1. Technician 117.50 Per Hour - Minimum billing \$58.75

C. **Mark Up (%)Rate For Parts:** 22%

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN Upon arrival at site

PLEASE STATE ALL WARRANTIES: 60 Days Parts/Equipment and Repair/Install Labor

VENDOR/COMPANY NAME: Tri-County Communications

ADDRESS: 1421 E.Pike Blvd.

CITY/STATE/ZIP CODE: Weslaco, TX 78596

PHONE NUMBER: 956-447-8440

CELLULAR & PAGER NUMBERS: 956-792-6994

FAX NUMBER: 956-447-0622

AUTHORIZED SIGNATURE: 

PRINTED NAME: Tony Brunnemann

TITLE: General Manager

DATE: 01/07/2009

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

EXHIBIT "C"

INSURANCE
REQUIREMENTS

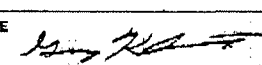
ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/03/2010
PRODUCER Greg Klement The Klement Agency P.O. Box 820 PROSPER (972) 562-7455 TX 75078	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Tri-County Communications, Ltd. Rio Vision, Inc. 1421 E. Pike Street Westlaco TX 78596	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: AMERICAN HALLMARK INSURANCE	
	INSURER B: PROGRESSIVE COUNTY MUTUAL	
	INSURER C: EMPLOYER'S COMP	
	INSURER D: GREAT AMERICAN	
	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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	44MG449658-08	06/22/2009	06/22/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	05834805-1	06/22/2009	06/22/2010	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 \$
	EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	EPIC3090380-10	01/01/2010	01/01/2011	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER TOWER & EQUIPMENT	IMP174294406	12/18/2009	12/18/2010	TOWER & EQUIPMENT - 1,413,000 DEDUCTIBLE - 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
COUNTY OF HIDALGO IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 SOUTH HWY BUS 281 EDINBURG TX 78539	CANCELLATION 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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 	AI 100170
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