

THE STATE OF TEXAS       §  
  §  
COUNTY OF HIDALGO       §

**SERVICE CONTRACT**

THIS CONTRACT is made and entered into this **17<sup>th</sup> Day of July, 2013** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Time Warner** "Company").

WHEREAS, Company was exempt to provide services in accordance with the declaration being attached hereto as Exhibits "A" and "B" ("Company's Rate Schedule") respectively, and incorporated herein; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with declaration, the Commissioners Court of County approved to exempt the 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. 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 declaration within Hidalgo County following an exemption of services by the Commissioners' Court or their 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 commence effectively July 17, 2013 and shall remain in effect unless sole source declaration is revoked by Hidalgo County Commissioner's Court.

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"-Rate Schedule 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.

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  
302 W. University Drive  
Edinburg, Texas 78539**

If to Company:

**Time Warner**

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. Contract pursuant to sole source declaration will be in effect unless sole source declaration is revoked by Hidalgo County Commissioner's Court.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. 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.

17. 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.

18. 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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County pursuant to the provisions of Tex. Loc. Govt.

Code Ann. ' 271.903 (Vernon Supp. 1996).

19. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**COUNTY OF HIDALGO**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

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

**COMPANY:** \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED BY COMMISSIONERS COURT: \_\_\_\_\_

APPROVED AS TO FORM:  
Assistant Criminal District Attorney  
County Affairs Section  
Office Of Criminal District Attorney

By: \_\_\_\_\_  
Michael Garza

**EXHIBIT "A"**  
**SOLE SOURCE DECLARATION**



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

## MEMORANDUM

### "SOLE SOURCE DECLARATION"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar  
Hidalgo County Purchasing Agent *mls*

Date: July 16, 2013

Re: "Sole Source Declaration"-Time Warner

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Hidalgo County currently has telephone related services with AT&T (awarded vendor) through our membership and participation with the State of Texas' Department of Information Resources.

However, certain areas throughout the County cannot be serviced through AT&T's or GTE Southwest, dba, Verizon, because of proprietary areas for phone and related services.

As an example, AT&T's supporting correspondence related to GTE Southwest, dba Verizon confirming proprietary areas.

Therefore, Hidalgo County Elected Offices, Departments, Agencies and Programs (all funding sources) must acquire telephone and related services through Time Warner for those exclusive and or specific service areas.

This declaration remains in effect unless revoked by Hidalgo County Commissioner's Court.

**EXHIBIT "B"**  
**RATE SCHEDULE**



## TELEPHONE TRUNKING SERVICE PRIs

**PRI (Primary Rate Interface)**

| <b>TX Commercial</b>           | <b>1yr</b> | <b>2yr</b> | <b>3yr</b> | <b>4yr</b> | <b>5Yr</b> |
|--------------------------------|------------|------------|------------|------------|------------|
| Full PRI 23+D (PRIoF or PRIoD) | \$575.00   | \$550.00   | \$475.00   | \$450.00   | \$425.00   |
| 8 Channels (PRIoD)             | \$399.95   | \$384.95   | \$329.95   | \$314.95   | \$299.95   |
| 12 Channels (PRIoD)            | \$429.95   | \$399.95   | \$349.95   | \$334.95   | \$314.95   |
| 16 Channels (PRIoD)            | \$459.95   | \$439.95   | \$379.95   | \$359.95   | \$339.95   |
| Block of 20 DIDs               | \$3.00     | \$3.00     | \$3.00     | \$3.00     | \$3.00     |
| Block of 100 DIDs              | \$15.00    | \$15.00    | \$15.00    | \$15.00    | \$15.00    |
| Remote call Forwarding         | \$13.95    | \$13.95    | \$13.95    | \$13.95    | \$13.95    |
| PRI Installation, per PRI      | \$350.00   | \$350.00   | \$350.00   | \$350.00   | \$350.00   |
| Installation Discount Options  | n/a        | n/a        | (\$175.00) | (\$200.00) | (\$350.00) |



**ANALOG POTS (PLAIN OLD TELEPHONE SERVICE)**

| BCP           | MTM         |             |             | 1 Year      |             |             | 2 Year      |             |             | 3 Year      |             |             | 4 Year      |             |             | 5 Year      |             |             |
|---------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|               | Single Play | Double Play | Triple Play | Single Play | Double Play | Triple Play | Single Play | Double Play | Triple Play | Single Play | Double Play | Triple Play | Single Play | Double Play | Triple Play | Single Play | Double Play | Triple Play |
| BCP Unlimited | n/a         | n/a         | n/a         | \$54.95     | \$46.95     | \$43.95     | \$50.95     | \$42.95     | \$40.95     | \$48.95     | \$40.95     | \$39.95     | \$48.95     | \$40.95     | \$39.95     | \$48.95     | \$40.95     | \$39.95     |
| BCP In-State  | n/a         | n/a         | n/a         | \$29.95     | \$29.95     | \$29.95     | \$29.95     | \$29.95     | \$29.95     | \$29.95     | \$29.95     | \$29.95     | \$29.95     | \$29.95     | \$29.95     | \$29.95     | \$29.95     | \$29.95     |
| BCP Local     | n/a         | n/a         | n/a         | \$24.95     | \$24.95     | \$24.95     | \$24.95     | \$24.95     | \$24.95     | \$24.95     | \$24.95     | \$24.95     | \$24.95     | \$24.95     | \$24.95     | \$24.95     | \$24.95     | \$24.95     |

Zimbra

evangelina.garcia@co.hidalgo.tx.us

**RE: Time Warner Draft Service Contract****From :** Michael Garza <michael.garza@da.co.hidalgo.tx.us>

Fri, Jul 12, 2013 10:21 AM

**Subject :** RE: Time Warner Draft Service Contract**To :** 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Josephine Ramirez' <josephine.ramirez@da.co.hidalgo.tx.us>**Cc :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>**Reply To :** michael garza <michael.garza@da.co.hidalgo.tx.us>

Marty,

In paragraph 18, I changed "Buyer" to "County" and "Seller" to "Company." In addition, I formatted the signatory page to include the following language "Approved by Commissioners Court On:" on the same page as the signatory page. **As such, I approve the agreement as to form.**

Should you have any questions or concerns, please do not hesitate to contact me.

Michael Garza  
*Assistant Criminal District Attorney*  
 Contracts and Civil Litigation Section  
 Office of Criminal District Attorney  
 Hidalgo County, Texas  
 100 N Closner Rm 303  
 Edinburg, TX 78539  
 (956) 318-2313 ext. 3824  
 (956) 318-2079 FAX  
[michael.garza@da.co.hidalgo.tx.us](mailto:michael.garza@da.co.hidalgo.tx.us)

\*\*\*\*\*  
 The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO [michael.garza@da.co.hidalgo.tx.us](mailto:michael.garza@da.co.hidalgo.tx.us) AND DELETE THE COMMUNICATION.**  
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**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]**Sent:** Friday, July 12, 2013 9:56 AM**To:** josephine.ramirez; michael garza**Cc:** Evangelina Garcia; Darlene H. Betancourt**Subject:** Fwd: Time Warner Draft Service Contract

Just a reminder that this agreement is on CC for Wednesday, July 17, 2014. I have attached the

draft for supporting documentation purposes only (as the auditor will require form approval).  
Thanks,  
Marty

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**From:** "Martha Salazar" <[martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us)>  
**To:** "josephine.ramirez" <[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)>, "michael garza" <[michael.garza@da.co.hidalgo.tx.us](mailto:michael.garza@da.co.hidalgo.tx.us)>  
**Cc:** "Evangalina Garcia" <[evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)>, "Darlene H. Betancourt" <[darlene.betancourt@co.hidalgo.tx.us](mailto:darlene.betancourt@co.hidalgo.tx.us)>, "Renan Ramirez" <[renan.ramirez@co.hidalgo.tx.us](mailto:renan.ramirez@co.hidalgo.tx.us)>  
**Sent:** Wednesday, July 10, 2013 2:20:23 PM  
**Subject:** Fwd: Time Warner Draft Service Contract

Counselors:

As recommended, attached for your review and comment as to form, is a draft "service agreement" for telephone services between HC and Time Warner (which is next week's agenda of 7-17-13 as a sole source exemption under 262.024 a. 7. C ('... utility). We have been provided the pricing schedules for attachment to the contract. We await your response.  
THanks,  
Marty

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**From:** "Darlene H. Betancourt" <[darlene.betancourt@co.hidalgo.tx.us](mailto:darlene.betancourt@co.hidalgo.tx.us)>  
**To:** "Martha Salazar" <[martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us)>  
**Cc:** "Evangalina Garcia" <[evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)>  
**Sent:** Wednesday, July 10, 2013 11:11:08 AM  
**Subject:** Time Warner Draft Service Contract

Ms. Marty,

As requested, attached you will find the contracting Vangie has drafted regarding the sole source declaration for next week's agenda item.

Respectfully,

Darlene H. Betancourt, CPPB  
Hidalgo County Purchasing Department  
2808 S. Business Highway 281  
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852  
Fax: 956-292-7612

website: [www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

