

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**CONTRACT FOR SERVICES**  
**C-15-308-10-06**

**THIS CONTRACT** is made and entered into this **06<sup>th</sup>** day of **OCTOBER, 2015** by and between **HIDALGO COUNTY, TEXAS**, and **R COMMUNICATIONS**, a Texas Company (hereinafter “Company”).

**WHEREAS**, Company responded to notices of Request for Sealed Quotes (RFSQ) for **“Broadcasting of Hidalgo County Commissioners’ Court Meetings”** (the “Service”); and

**WHEREAS**, Company submitted a quote to provide the services in accordance with Exhibit “A” Request for Sealed Quotes (RFSQ) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the “RFSQ”); and;

**WHEREAS**, in recognition of and in consideration of Company’s agreement to perform the Services in accordance with Specifications within Exhibit “A” Request for Sealed Quotes (RFSQ) Procurement Packet, attached hereto and incorporated herein the Commissioners Court of County awarded the bid to Company.

**NOW, THEREFORE**, for the mutual consideration expressed hereinafter, County and Company agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services for broadcasting within **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 Specifications within **Hidalgo County** following a request for Services by **Hidalgo County** or its 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) months**, commencing on **October 06, 2015**, and expiring on **December 31, 2015**, but in no event to exceed any and all statutory bid limit requirements per calendar year.

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 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 employment of Company who operate such 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 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 and incorporated herein payable against written invoice submitted by Company.



1201 North Jackson Rd Ste 900  
McAllen, Texas 78501

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. This Agreement may be terminated by County 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.

17. **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).

18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges 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.

**19. Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2015.

**APPROVED BY COMMISSIONER'S COURT:** \_\_\_\_\_

**APPROVED AS TO FORM:**  
Office of Criminal District Attorney  
Ricardo Rodriguez

By: \_\_\_\_\_  
Erin D. Thorn

**COUNTY OF HIDALGO**

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

**ATTEST:**

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

**COMPANY:**  
**R. Communications**

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

Printed Name: Maria Alvarez

Title: Director of Sales

**EXHIBIT “A”**  
REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT  
PACKET

**EXHIBIT "A"**  
**Hidalgo County**  
**"Broadcasting Commissioners' Court Meetings"**  
**RFSB № 2015-308-YZV**

**PROJECT OVERVIEW:**

Hidalgo County is seeking quotes from qualified vendor(s) for "**Broadcasting-Commissioners' Court Meetings**" on an "**as needed basis only**" **for** the Hidalgo County Commissioners' Court and Hidalgo County's Drainage District #1 Board of Directors Meetings.

Hidalgo County holds "**Special Meetings**" in accordance with Chapter 551, Texas Government code; which currently are scheduled @ 9:30 a.m. or as otherwise directed by Hidalgo County. However, these are subject to change if necessary and at the sole discretion of Hidalgo County/Hidalgo County Drainage District #1 and applicable statutes as to the posting of such meetings. All "**Special Meetings**" **will follow the Term of Commissioners' Court.**

Pursuant to Article §81.005 (a) (Term of Court Meetings) of the Texas Local Government Code, Hidalgo County Commissioners' Court "**Regular Term**" meetings for 2015 will be held every Tuesday morning or as otherwise directed by Hidalgo County. This action made upon by Hidalgo County Commissioners' Court on a yearly basis and may not follow current schedule:

HIDALGO COUNTY COMMISSIONERS' COURT TERM:	
Week of the Month:	4 <sup>th</sup> Week (Regular Meeting)
Day of the Week:	Tuesday
Time of the Day:	9:30 a.m.

Hidalgo County Drainage District #1(HCDD) holds meetings in accordance with Chapter 551, Texas Government code; which are currently scheduled as stated below or as otherwise directed by HCDD

HIDALGO COUNTY DRAINAGE DISTRICT #1 SCHEDULE:	
Week of the Month:	Every Tuesday of the Month
Time of the Day:	9:00 a.m.

**OPTION I**

Hidalgo County will be accepting bids for "**Broadcasting of Commissioners' Court Meetings**" of the Hidalgo County Commissioners' Court and Hidalgo County's Drainage District #1 Board of Directors Meetings.

- Hidalgo County is requesting pricing on the "Broadcasting" of all Hidalgo County Commissioner's Court and Hidalgo County's Drainage District #1 Board of Directors Meetings. To include County wide broadcasting of Commissioners' Court/Drainage District #1 Board of Directors Meetings.
- Contractor will broadcast in its entirety the Hidalgo County Commissioners' and Hidalgo County Drainage District #1 countywide.

- Hidalgo County will be provided the following copies: (A) Five (5) DVD unedited copies (if produced) (B) Five (5) DVD edited copies (if produced) (C) Audio and Wave File.
- In the event of a cancellation of a Hidalgo County Commissioners' Court/Hidalgo County Drainage District #1 Meeting slated for Broadcasting, Hidalgo County will notify, in writing the awarded vendor/company of cancellation of such meeting by 5:00 p.m. (CST) the Monday before said meeting is scheduled to be held. Such information will be provided by: Monica Badillo, Hidalgo County Court Administrator Telephone Number (956) 292-7025

**TERMS AND CONDITIONS:**

- 1) The initial term of **this contract** will be **upon acceptance and approval by Hidalgo County Commissioners Court, through December 31, 2015.**
- 2) Hidalgo County will not allow the contractor to pre-empt any schedule broadcast of this program. Provider and Hidalgo County reserve the right to seek underwriting for the program.
- 3) All arrangement for on-air broadcast of this program is subject to the regulations of the Federal Communications Commission (FCC), to other laws governing broadcasting, and to standard broadcasting practice.
- 4) **BILLING:** Awarded Contractor shall submit an invoice to Hidalgo County after **each** special/regular meeting.
- 5) Hidalgo County Commissioners' Court meeting are to be broadcast Valley wide particularly in Hidalgo County.
- 6) Current air time for the delay broadcast of entire Commissioners' Court meetings is on Tuesday evening at 10:00 p.m. Hidalgo County wishes to improve the air time slot for the delay broadcast of the Commissioners' Court meetings.

Bidders are asked to designate and commit to an earlier time slot from 7:00 p.m. to 9:00 p.m. but in no event commencing later than the current 10:00 p.m. air time. Delay broadcast must occur after Commissioners' Court meetings Tuesday through Friday of the same week.

- 7) Hidalgo County Commissioners' Court, at its sole discretion may consider an earlier time slot (from its present air time of 10:00 p.m.) as a determining factor in awarding the bid in order to make the commissioners court meeting delay broadcast more accessible to all Hidalgo County residents.

**ADDITIONAL INFORMATION:**

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**EXHIBIT “B”**  
VENDOR’S SEALED QUOTES



## Hidalgo County RTV 38.1 PBS Broadcast Proposal

The following is a proposal for RTV to broadcast the Hidalgo County Commissioners Court meetings.

RTV PBS Channel 38.1 is a public broadcast station with 100,000 watts and a great coverage in the Rio Grande Valley.

RTV will provide the service of broadcasting the full Hidalgo County Commissioners Court meetings.

The Broadcast length will depend on the Hidalgo County Commissioners Court meeting length. The broadcast price per 30 minutes will be \$500.00.

The broadcast is proposed to air on Thursdays at 9PM on **KMBH TV 38.1** over the air channel **10 TWC**.

\*Note: As discussed in our past meetings the **PBS** programming may migrate to Channel 38.3 in the Fall of 2015. Due to the possible changes on our TV Channels we would like to work this contract with Hidalgo County Commissioners Court on a month to month basis.

The initial term of this contract will be upon acceptance and approval by Hidalgo County Commissioners Court. The contract will be on a month to through December 31, 2015.

Start date: October 1<sup>st</sup> 2015

End Date: On a month to month basis through December 2015.

Station Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Hidalgo County : \_\_\_\_\_

Date: \_\_\_\_\_

R Communications: Office (956) 992-8895 Fax: (956) 992-8897

**EXHIBIT “C”**  
INSURANCE REQUIREMENTS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dexter & Company 3601 Cedar Springs Rd.  Dallas TX 75219		<b>CONTACT NAME:</b> Gail Uchniat <b>PHONE (A/C. No. Ext):</b> (214) 526-5646 <b>FAX (A/C. No.):</b> (214) 526-6926 <b>E-MAIL ADDRESS:</b> guchniat@dexterinsurance.com	
<b>INSURED</b> R Communications 17300 Henderson Pass, Suite 250  San Antonio TX 78232		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Massachusetts Bay Ins. Co. NAIC # 22306 <b>INSURER B:</b> Allmerica Financial Benefit 41840 <b>INSURER C:</b> Hanover Insurance <b>INSURER D:</b> Service Lloyds Ins Co. <b>INSURER E:</b> <b>INSURER F:</b>	

### COVERAGES

CERTIFICATE NUMBER: CL1592921639

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> 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 OTHER:			ZDDA25079301	3/18/2015	3/18/2016	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 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AWDA25084101	3/18/2015	3/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UHDA25080301	3/18/2015	3/18/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SRZE25960-15	4/20/2015	4/20/2016	<input checked="" type="checkbox"/> PER STATUTE <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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

### CERTIFICATE HOLDER

### CANCELLATION

Hidalgo County Attn. Purchasing Dept. 2812 South Business Hwy 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Bill Davis/AUDREY
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