

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-035-01-05



THIS CONTRACT is made and entered into this 05th Day of January 2016 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **R Communications** ("Company").

WHEREAS, Company was sole sourced for the provision of "**Broadcasting Commissioners' Court Meetings**", as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company will provide services in accordance with the specifications and proposed fee being attached hereto as Exhibits "A" and "B" ("Vendor's Proposed Fee") respectively, and incorporated herein for all purposes (the "Sole Source"); 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 Sole Source 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 the services in accordance with the Specifications within **Hidalgo County** following a Sole Source 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 Sole Source Declaration will remain in effect until such time as revoked by Hidalgo County Commissioners Court.

4. As a condition of this Contract, Company shall hold and maintain throughout the duration of the Sole Source Declaration 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.

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 ST. 2ND FLOOR
EDINBURG, TEXAS 78539**

If to Company: **R COMMUNICATIONS
ATTN: DIRECTOR OF SALES
1201 NORTH JACKSON RD. STE. 9000
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. Any contract award will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause with thirty (30) days written notice by either party.

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 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).

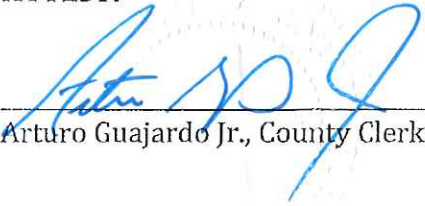
19. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein.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

20. **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 claims or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this _____ day of _____, 2016.

COUNTY OF HIDALGO

ATTEST:



Arturo Guajardo Jr., County Clerk

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 1-5-16 #

R COMMUNICATIONS

By: Maria Alvarez
Printed Name: Maria Alvarez
Title: Director of Sales

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

By: 

Josephine Ramirez

APPROVED BY COMMISSIONES COURT: 01/05/2016

EXHIBIT A
“BROADCASTING OF COMMISSIONERS’ COURT
MEETINGS”
SPECIFICATIONS

EXHIBIT "A"
Hidalgo County
"Broadcasting Commissioners Court Meetings"

PROJECT OVERVIEW:

Hidalgo County is seeking bids 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 2016 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 th 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.

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 Commissioners Court and Hidalgo County 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.
- 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 the Public Affairs Division.

TERMS AND CONDITIONS:

- on a month to month basis WVA up to a yr. Exhibit B.*
- 1) The term of this contract will be for ~~an initial one (1) year period~~ with the County's option to renew for an additional two (2) ~~one (1) year terms~~ under the same rates terms and conditions.
 - 2) Hidalgo County reserves the right to continue this bid for an additional ninety (90) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.
 - 3) Hidalgo County may terminate the agreement within thirty (30) days upon written notice. Contractor will continue providing services until new vendor is awarded in the event that contractor exercises the thirty (30) day written termination notice.
 - 4) Provider and Hidalgo County reserve the right to seek underwriting for the program.
 - 5) 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.
 - 6) **BILLING:** Awarded Contractor shall submit an invoice to Hidalgo County after each special/regular meeting.
 - 7) Hidalgo County Commissioners Court meetings are to be broadcast Valley wide particularly in Hidalgo County, on a channel that is easily assessable via Satellite or Cable providers.
 - 8) Current air time for the delay broadcast of entire Commissioners Court meetings is on Thursday evening at 9 p.m. Hidalgo County would like to keep this time slot on Thursday or with a starting time of either 6 p.m., 7 p.m., 8 p.m. or 9 p.m. Thursdays or Fridays.
 - 9) Delay broadcast must occur after Commissioners Court meetings Tuesday through Friday of the same week.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, Hidalgo County Purchasing Agent, Physical Address: 2802 S. Business Hwy 281, Edinburg TX. Postal/Mailing Address: 2812 South Business Hwy 281, Edinburg, TX 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 318-2629 OR VIA EMAIL: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN 5:00 P.M., MONDAY, NOVEMBER 23, 2015 WITH RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA EMAIL BY NO LATER THAN 5:00 P.M., WEDNESDAY, NOVEMBER 25, 2015.

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 FEE SCHEDULE



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 early 2016. 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 starting January 1, 2016.

Start date: TBD upon the acceptance date

End Date: On a month to month basis through December 2016. ✓ MA

Station Representative: _____

Date: _____

Hidalgo County : _____

Date: _____

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

EXHIBIT "C"
INSURANCE REQUIREMENTS



Purchasing Department

County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: December 28, 2015

RE: Sole Source Declaration- "Broadcasting Commissioners' Court Meetings"

Hidalgo County has historically (since 1999) Recorded & Re-Broadcast its Commissioners' Court meetings in order to inform the residents of issues, projects, initiatives and business transactions related to County Government.

The procurement of these services has historically been through "Competitive Sealed Bids" All said procurements have resulted in one "Sole Qualifying Vendor" (i.e., RGV Educational Broadcasting Services d/b/a KMBH-PBS and/or R. Communications, a/k/a/ formerly RGV Educational Broadcasting Services, KMBH-PBS).

The latest procurement attempt has resulted in the same "Sole Qualifying Vendor" with the ability to reach the entire County.

Therefore, for all the facts contained herein, R Communications, is the Sole Source for the provision of Broadcasting of Commissioners' Court Meetings and Hidalgo County requires the purchase of said services will remain in effect unless revoked by Hidalgo County Commissioner's Court or terminated as provided under provision

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

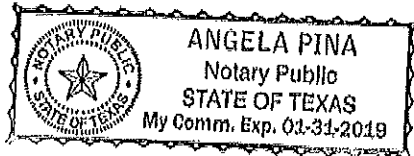
Before me, the undersigned official, on this day, personally appeared Maria Alvarez
a person known to me to be the person whose signature appears below, whom after being duly sworn
upon his/her oath deposed and said:

1. My name is Maria Alvarez -- I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: R Communications
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
KIMBH TV
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature *Maria Alvarez*

SWORN AND SUBSCRIBED TO under oath before me on 23 day of December, 201

Angela Pina
NOTARY PUBLIC
Angela Pina
PRINTED NAME
01/31/2019
MY COMMISSION EXPIRES



COMPANY NAME: MBTV Texas Valley LLC
ADDRESS, CITY, STATE & ZIP CODE: 1201 N Jackson, Suite 900
PHONE: (956) 992-8895 NUMBER:
CONTACT NAME AND TITLE: Maria Alvarez Director of Sales
WEB ADDRESS: EMAIL: maria.alvarez@rcommunications
FEDERAL TAX ID NUMBER: 90-1035295 TEXAS SALES TAX NUMBER:

AI-52724

Purchasing Department

23. A. 2.

CC - REGULAR

Meeting
Date: 01/05/2016

Submitted Marty Salazar, PURCHASING DEPT.
For:

Submitted Yolanda Velasquez, PURCHASING DEPT.
By:

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262-024 (a)(7); an item that can only be obtained from only one source;

b. Approval of a "**Sole Source Declaration**" for "**R Communications**" for the Service of "**Broadcasting of Commissioners' Court Meetings**" with said service to remain in effect unless revoked by Hidalgo County Commissioner's Court or terminated as provided under page four (4) of contract section sixteen (16).

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This aspect of the project would need to be addressed by both the Executive & Budget Officers.

Funding will be appropriated as needed.

Attachments

TLGCode-262.024

Sole Source-Declaration-Contract

Sole-Source-affidavit.pdf

Sole Source Letter

Sole Source Letter
