

Zimbra

elena.gomez@co.hidalgo.tx.us

**Re: 2019-123 Bottle Water Services**

**From :** Robert Vina <robert.vina@da.co.hidalgo.tx.us>      Fri, May 10, 2019 05:15 PM  
**Subject :** Re: 2019-123 Bottle Water Services      1 attachment  
**To :** elena gomez <elena.gomez@co.hidalgo.tx.us>  
**Cc :** josephine ramirez  
      <josephine.ramirez@da.co.hidalgo.tx.us>, Victor  
      Garza <victor.garza@da.co.hidalgo.tx.us>

Good Afternoon Ms. Gomez,  
 As requested, this office reviewed the attached draft agreement and specifications for C-19-123-00-00-MEG: and approves it as to form subject to the inclusion of the recommended modifications on the attached agreement. Additions are in blue and language to be removed is struck through in red.

Please let us know if you have any questions.

Respectfully,  
**Robert Viña III**

*Assistant District Attorney*  
 Civil Litigation Division

**Office of the Criminal District Attorney**  
 Hidalgo County, Texas  
 100 E. Cano  
 Edinburg, TX 78539  
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**robert.vina@da.co.hidalgo.tx.us**

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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 one **(1) year**, commencing on \_\_\_\_\_, **2019**, and expiring on \_\_\_\_\_ **2020**, and may be extended at the sole discretion of the County for an additional two **(2) one (1) year(s)** term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed proposal for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and under the same rates terms and conditions due.

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. If such license or permit is suspended or revoked, this Contract shall automatically be terminated and Company shall immediately notify the County.

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 and incorporated by reference for all purposes, payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

7. Company shall provide insurance in force on all its vehicles, equipment, property and all persons connected with providing services under this Contract naming County as an additional insured (with coverage in the amounts described on Exhibit "C" attached hereto and incorporated herein 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Contract may be terminated by County without cause upon thirty (30) days written notice Company prior to cancellation.

15. This Contract 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 Contract.

16. This Contract 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. **Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:** In the event that, during any term hereof, the Commissioner's 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 a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in

accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

17. **Entire Contract.** This Contract 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 Contract in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by Contract in writing executed by the parties hereto, and not otherwise.

18. **Immunities:** Nothing in this Contract 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.

19. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/Contract. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

20. **Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/Contract.

**22. Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.236, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

EXECUTED and effective as of the day and year first written above.

Approved By Commissioners Court On: \_\_\_\_\_

COUNTY OF HIDALGO

\_\_\_\_\_  
Richard F. Cortez, County Judge

ATTEST:

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

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

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

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

APPROVED AS TO FORM:  
Hidalgo County Criminal District Attorney's Office  
Ricardo Rodriguez Jr.,

By: \_\_\_\_\_  
Robert Viña, Assistant District Attorney

# EXHIBIT “A”

## REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

# EXHIBIT “B”

## FEE SCHEDULE

DRAFT

# EXHIBIT “C”

## CERTIFICATE OF INSURANCE

DRAFT