



2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

July 03, 2019

Robert Sanchez d/b/a Kill-A-Bug Pest Control
4913 S. 24th St.
McAllen, TX 78503
P (956)655-1698
ATTN: Mr. Robert Sanchez

Via email: killabugpc@yahoo.com
TERM: September 11, 2019 – September 10, 2020

Re: EXTENSION/RENEWAL & 1295 FORM NOTICE
Original Contract# (C-18-056A2-08-28) – “Pest Control Services” (On an as needed basis)-Hidalgo County

Dear Mr. Sanchez,

Be advised, that County has chosen the option to exercise **the first year extension of the additional two (2) one (1) year periods, (under the same rates, terms and conditions)** with **Robert Sanchez d/b/a Kill-A-Bug Pest Control** for the referenced project. However, in order to proceed with approval of the extension, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.


In order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-19-164A** Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court**, the signed and notarized **“HB Form 1295”** and **“Extension Notice”** must be received in our office completed via fax to (956) 292-7612 or via email to: hector.garcia1@co.hidalgo.tx.us **by no later than Wednesday July 10, 2019 or sooner if possible.** Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your **“Updated Certificate of Insurance”** with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: hector.garcia1@co.hidalgo.tx.us by no later than date reflected above.

By: 
Mr. Robert Sanchez

Date: 7/9/19

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department at (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Agent

MLS/hag
Enclosures

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Robert Sanchez d/b/a Kill-A-Bug Pest Control
McAllen, TX United States

Certificate Number:
2019-513410

Date Filed:
07/08/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-18-056A2-08-28
Renewal/Extension No. E-19-164A

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Robert Sanchez, and my date of birth is 11-19-71.

My address is 4913 S. 24th st, McAllen, TX, 78503, Hidalgo.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 09 day of July, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Robert Sanchez d/b/a Kill-A-Bug Pest Control
 McAllen, TX United States

Certificate Number:
 2019-513410

Date Filed:
 07/08/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Hidalgo County

Date Acknowledged:
 07/12/2019

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 C-18-056A2-08-28
 Renewal/Extension No. E-19-164A

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the ____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2019

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER GEICO One GEICO Boulevard Fredericksburg, VA 22412	CONTACT NAME: GEICO		
	PHONE (A/C, No, Ext): 1-866-509-9444	FAX (A/C, No):	
	Email Address: R1COMMEND@GEICO.COM		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY		22063
	INSURED ROBERT SANCHEZ DBA KILL A BUG PEST CONTROL 4913 S 24TH ST MCALLEN, TX 78503-8925		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG. \$ \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		X	9100024663 07	8/22/2018	8/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 COUNTY OF HILDALGO IS NAMED AS DESIGNATED INSURED.
 2009 CHEVROLET COLORADO VIN:1GBDS14E998140185
 ADDITIONAL INSURED NO LONGER OFFERED IN STATE OF TEXAS, CHANGED TO

CERTIFICATE HOLDER COUNTY OF HILDALGO 2812 S BUSINESS HIGHWAY 281 EDINBURG, TX 78539-6243	CANCELLATION 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
---	--

AI-66766

**Purchasing Department 12. T.
Hidalgo County**

CC CONSENT

Meeting Date: 10/09/2018

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval for clarification for Pct 2 & Pct No. 4 locations and billing address to be listed as per Exhibit A, page 7, for contracts C-18-056A1-08-28 & C-18-056A2-08-28, for "Pest Control Services" with Mid-Valley Pest Control and Kill-A-Bug Pest Control.

BACKGROUND

Fiscal Impact

CALENDAR YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Each end user should have a budget from which to make this type of expenditure.

Attachments

EXHIBIT A

Exhibit B

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	10/01/2018 10:58 AM
Budget & Management	Veronica Ortiz	10/01/2018 01:29 PM
Final Approval	Monica Salinas	10/05/2018 05:16 PM
Form Started By: Sandy Suarez		Started On: 09/19/2018 01:54 PM
Final Approval Date: 10/05/2018		



**CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
October 9, 2018
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

**NOTICE TO THE PUBLIC
CONSENT AGENDA**

The following items are of a routine or administrative nature. The Commissioners Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. ✓ **AI-67095 Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. ✓ **Auditor's Office:**

Approved

A. Presentation of Fund Information Report

✓ **AI-66903** Pursuant to Local Government Code Sections 114.023-.025, requesting approval of Monthly Financial Report for the Month of July 2018.

3. ✓ **2018 Intradepartmental Transfers:**

M A. **AI-67078** 2018 - Sheriff's Office OPSG FY16 (1284)

B. **AI-67088** 2018 - County Clerk (1100)

↓ C. **AI-67015** 2018 - Pct 2 Administration (1200)



D. **AI-66923** 2018 - Pct 2 Rd Maint (1200)

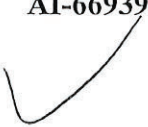
E. **AI-67054** 2018 - District Clerk (1100)

F. **AI-67035** 2018 - Veterans Services (1100)


G. **AI-67014** 2018 - Emergency Management (1100)


H. **AI-67003** 2018 - JP 5-1 (1100)


- L.  Authority to advertise and approval of procurement packet for Cloud Hosted and Managed Email Services - 2018-194-10-31-HGO with authority to re-advertise in the event no proposals received or recommend rejection of proposals.
- M.  **AI-66931** Approval to exercise the first of three possible extensions as provided in original contract C-16-097-10-25 with Securus Technologies, Inc. for "Inmate Telephone System & Services" for Hidalgo County Sheriff's Office under the same rates, terms and conditions effective November 5, 2018, through November 4, 2019.

- N.  **AI-66939** Executive Office - Traffic Engineering:
Acceptance and approval of the following invoice for representation at HCMPO Policy Meetings & HCMPO Technical Meetings with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:


Vendor	Invoice Date	Invoice #	Amount	PO
L&G Consulting Engineers, Inc.	9/30/18	11327180	\$12,577.44	775957

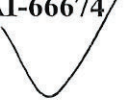
- O.  **AI-66864** Acceptance and approval of project invoice submitted by Halff Associates, Inc. for engineering services for the: ["Mechanical & Electrical Engineering and Building Renovation Design for Fires Suppression System at the Hidalgo County Administration"] Invoice # 00016365 in the amount of \$ 1,116.00 & Certificate of Substantial Completion document

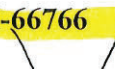
- P.  **AI-66740** Requesting authority to advertise (including the authority to re-advertise if necessary/required) and approval of procurement packets (i.e., specifications, legal notice etc.) as attached hereto for Construction of Ware Country Subdivision, a Hidalgo County Pct 4 BCAP Project.

- Q.  **AI-66873** Acceptance & Approval of payment for Invoices as (set forth below) and as submitted by Halff & Associates, Inc. (project engineer) for: Project Specific: "Turnkey Project for Purchase Replacement and Installation of Boilers at the Hidalgo County Jail", under (On Call) agreement # C-17-142-05-16 (WA# 3) for Precinct 4-(Building Repairs, Renovations, Alteration, Additions and/or Other Related Services to County Owned Buildings):

Invoice Date	Invoice #	Amount
9/24/18	00016379	\$2,135.00

- R.  **AI-66738** Requesting approval to exercise the sixty (60) day grace period extension (provided in current lease agreement E-17-322), for the purpose of "Lease of Office Space in the City of Weslaco", for Hidalgo County WIC Program, under the same rates, terms and conditions with **GBB Rentals, LTD.**, while the procurement process is completed with compliance to HB Form 1295.

- S.  **AI-66674** Approval to exercise the County's option to renew its final one (1) year term for contract (E-17-320-10-30) [with same rates terms and conditions] with Ivan Melendez, MD for the provision of "Chief Physician Services" for the Health & Human Services Department.

- T.  **AI-66766** Requesting approval for clarification for Pct 2 & Pct No. 4 locations and billing address to be listed as per Exhibit A, page 7, for contracts C-18-056A1-08-28 & C-18-

056A2-08-28, for "Pest Control Services" with Mid-Valley Pest Control and Kill-A-Bug Pest Control.

- U. **AI-66463** Approval to exercise the County's option to extend the "Countywide Custodial Services" C-17-061-10-10-YSI for a one (1) year term under the same rates, terms, and conditions.
- V. **AI-66894** Approval of payment of Invoice #10320 in the amount of \$4,500.00 submitted by Quintanilla, Headley and Associates, Inc., for surveying services provided under Contract C-18-038-01-30, for the Pct 2 North San Juan Park Swimming Pool Project.
- W. **AI-66893** Approval of payment of Invoice #10323 in the amount of \$9,930.00 submitted by the project engineer, Quintanilla, Headley and Associates, Inc., for engineering services provided under Contract C-17-238-08-22 (WA#2), for the Pct 2 Regional Linear Park Project.

X. **AI-67055** Pct. #4:

OK



1. Acceptance and approval of invoice 11327174 submitted by project engineer L&G in the amount of \$98,188.74; project FM 1925 (10th-McColl) WA#2 (P.O. 785986).
2. Acceptance and approval of invoice 11327172 submitted by project engineer L&G in the amount of \$59,059.94; project 10th St WA#2 (P.O. 700265).
3. Acceptance and approval of invoice 11327173 submitted by project engineer L&G in the amount of \$110,962.94; project FM1925 (Alamo Rd to Sharp Rd) WA#3 (P.O. 785987).
4. Acceptance and approval of invoice 11327175 submitted by project engineer L&G in the amount of \$66,900.00; project FM1925 (1,500 ft W of FM 2220 to 10th) WA#1 (P.O. 739761).

- Y. **AI-67079** Approval of application for payment No. 8 in the amount of \$334,977.54; project 10th Street Extension submitted by contractor, Texas Cordia Construction, LLC through Contract C-17-218-01-16 as reviewed by project manager, Ricardo Gallaga, L&G Consulting Engineers, Inc.



Z. **AI-67017** Pct. #4:

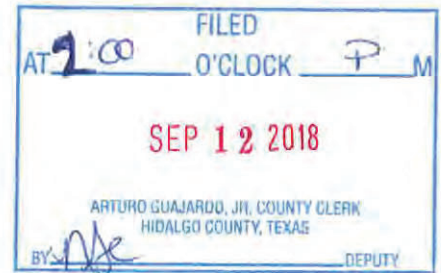
OK



1. Acceptance and approval of invoice 40033 submitted by project engineer B2Z in the amount of \$4,647.49; Memorial Park Project (P.O.767241).
2. Acceptance and approval of invoice 40040 submitted by project engineer B2Z in the amount of \$4,841.03; Memorial Park Project (P.O.767241).
3. Acceptance and approval of invoice 40041 submitted by project engineer B2Z in the amount of \$5,954.39; Seminary Road Project (P.O.779383).
4. Acceptance and approval of invoice 40042 submitted by project engineer B2Z in the amount of \$7,542.42; Hinojosa Road Project (P.O.779384).
5. Acceptance and approval of invoice 40043 submitted by project engineer B2Z in the amount of \$29,834.33; Tex-Mex Road Project (P.O.779385).
6. Acceptance and approval of invoice 40044 submitted by project engineer B2Z in the amount of \$6,851.49; Mile 17 1/2 (Russell Road) Project (P.O.781241).

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-18-056A2-08-28



THIS CONTRACT is made and entered into this **28TH** day of **AUGUST, 2018** by and between the **County of Hidalgo, Texas** ("County") and **Robert Sanchez, d/b/a Kill-A-Bug Pest Control** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for "**PEST CONTROL SERVICES**" (**on an as needed basis**) (the "Services");

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB");

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 Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote 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 agrees that this Contract is entered into in order to provide the Services to **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 contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by user Departments within **Hidalgo County**. 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 **one (1) year (on an as needed basis)**, commencing on **September 11, 2018** and expiring on **September 10, 2019** and may be extended at the sole discretion of the County for an additional two (2) - one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote 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 contingent upon cost remaining unchanged.

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" attached hereto payable against written invoice submitted by Company. .

7. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

8. 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.

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

10. 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.

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

12. 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.

13. 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: County of Hidalgo
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company: Roberto Sanchez, owner
Robert Sanchez d/b/a/ Kill-A-Bug Pest Control
4913 S. 24th Street
McAllen, Texas 78503

14. 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.

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

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 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.

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 claim or action of any person, entity, or individual against County.


21. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

WITNESS our hands in duplicate originals this **28th** day of **AUGUST, 2018**.

Approved by Commissioner's Court: August 28, 2018.

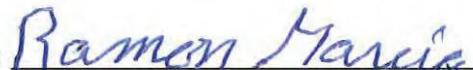
APPROVED AS TO FORM

Atlas, Hall & Rodriguez, L.L.P.

By: 
Stephen L. Crain, Attorney


ATTEST 
By: 
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO

By: 
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 8/28/18 mg

**COMPANY: Robert Sanchez, d/b/a
Kill-A-Bug Pest Control**

By: 
Printed Name: Robert Sanchez
Title: owner