



Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>

Re: SS-1 agreementC-19-120-09-24

1 message

Robert Vina <robert.vina@da.co.hidalgo.tx.us>

Wed, Sep 18, 2019 at 2:49 PM

To: Yvette Salinas <yvette.salinas@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. Salinas,

As requested, this office has reviewed the agreement for C-19-120-09-24 between the County and Ergon Asphalt for SS-1 Emulsified Asphalt and Delivery Services and approves it as to form subject to the inclusion of the following recommended modifications into the agreement:

1. add the following language in blue to the provision listed:

5. Seller must comply with all applicable laws and regulations of the State of Texas, and County policies. Notwithstanding the foregoing sentence, Seller represents and maintains that Seller is an independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Seller does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County, **including but not limited to benefits associated with Hidalgo County's Civil Service Program. Seller agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Seller will incur no financial obligation on behalf of the County without prior written approval of the County. Seller will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.**

n. 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 Contract, County may terminate this Contract 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 Contract. The parties intend this provision to be a continuing right to terminate this Contract 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 Agreement at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).**

q. Nondiscrimination: Seller, 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/agreement. **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.**

r. Required Contract Provision for Contracts Subject to Federal Award (if applicable): Pursuant to 2 CFR 200.326, 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.

2. It is also recommended to move the following line at the end of page 5 to the top of page 6 since it is generally part of the signature page:

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

3. In the remaining empty space at the bottom of page 5, it is recommended to include the following line in the middle of the blank area:

[SIGNATURE PAGE TO FOLLOW]

Please feel free to contact us should 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
(956) 292-7609 EXT 8187
(956) 292-7619 FAX

robert.vina@da.co.hidalgo.tx.us

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On Tue, Sep 17, 2019 at 11:37 AM Yvette Salinas <yvette.salinas@co.hidalgo.tx.us> wrote:
Please review attached agreement and advise.

Respectfully,



Purchasing Department

Yvette Salinas

Contract Specialist III

yvette.salinas@co.hidalgo.tx.us

2812 S. Business Hwy 281
Edinburg, TX 78539

Main: 956-318-2626 ext. 4874
Fax: 956-292-7612