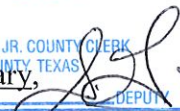


REQUIREMENTS AGREEMENT
C-18-248-02-12

FILED
AT <u>2:30</u> O'CLOCK <u>P</u> M
MAR 05 2019
ARTURO GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY TEXAS
BY  DEPUTY

THIS AGREEMENT (the "Agreement") is entered into as of the 12th of February, 2019 by and between **ADAPCO, LLC** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **"Purchase Of Mosquito Control Chemicals" (on an as needed basis)**, (the "Product") as further described in Exhibit "A", Request for Sealed Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB"), and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements in accordance with the specifications as bid. A copy of which is attached hereto as Exhibit B and is incorporated herein for all purposes (the "Specifications"); and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products that Buyer may require for use by Buyer in **"Purchase of Mosquito Control Chemicals,"** in the areas of Hidalgo County projects for a period of one (1) year commencing February 13, 2019 and ending February 12, 2020, and may be extended with the County's sole discretion for an additional two (2) - one (1) year terms under the same rates, terms, and conditions, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. 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.

4. Seller represents that it is licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Seller shall immediately notify the County Judge of Hidalgo.

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

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

Buyer:
HIDALGO COUNTY

By: Richard F. Cortez
Richard F. Cortez, County Judge

ATTEST:



Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS COURT
ON: 2/12/19

Seller:

By: Jason Trumbetta
Printed Name: JASON TRUMBETTA
Title: GENERAL MANAGER

APPROVED AS TO FORM:
Office of the Criminal District Attorney, Ricardo Rodriguez, Jr.
By: Robert Viña
Robert Viña, Assistant District Attorney
Civil Litigation Division

APPROVED BY COMMISSIONERS COURT: 2/12/19