

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**CONTRACT FOR SERVICE
C-20-485-09-08**

THIS CONTRACT is made and entered into this **8th day of September 2020**, by and between the **County of Hidalgo, Texas ("County")**, and **Upper Valley Mail Services, LLC ("Company")**.

WHEREAS, County is in need of services for “Ballot Applications for Voting by Mail for Registered Voters who are 65 Years of Age and Older” on an as-needed basis for the County of Hidalgo (the “Services”); and

WHEREAS, Company submitted a quote to provide services in accordance with the County’s specifications, a copy of the Company’s quote is attached hereto as **Exhibit “A”**, (“Response”) and is incorporated herein by reference for all purposes; and;

WHEREAS, Company represents that it is qualified and desires to perform such services; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services, the Commissioners Court of County awarded the proposal to Company.

WHEREAS, the County is entering into this agreement pursuant to Local Government Code 262.024.

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 **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. During the term of this Contract, Services shall be performed within **Hidalgo County** following a request for Services by the **County** or its 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. 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. **Term.** This Contract shall be for **one (1) year**, commencing on **September 8, 2020** and expiring on **September 7, 2021**, and may be extended at the sole discretion of the County for an additional **one (1) year** term under the same rates, terms and conditions unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County also reserves the right to continue this 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.

4. **Licenses.** 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 Agreement shall automatically be terminated and Company shall immediately notify the County.

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

6. 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.

7. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "A" attached hereto payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

8. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension thereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified and/or which may be necessary for providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Vendor's activities and all persons, vehicles, equipment, and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts

COUNTY OF HIDALGO

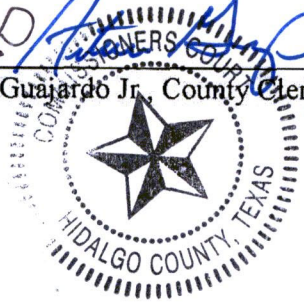
Richard F. Cortez

Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo Jr.

Arturo Guajardo Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 9/8/20

Company: Upper Valley Mail Services, LLC

By: *[Signature]*

Printed Name: Patrick Hettler

Title: President

Approved By Commissioners Court On 9/8/20

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: David R. Cantu
Dayid Cantu, Assistant District Attorney