

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICE
C-23-0507-05-14

THIS CONTRACT is made and entered into this 14th day of May 2024, by and between the **County of Hidalgo, Texas** by and through the **Hidalgo County Commissioners Court** (the "County"), and Easy Access Inc. ("Company").

WHEREAS, County requested responses to notices for Request for Proposals (RFP) for: "Credit Card Payment Services" for the County (the "Services"). A copy of the procurement packet, including applicable specifications, is attached hereto as **Exhibit "A"** (the "Procurement Packet"), and is incorporated herein for all purposes;

WHEREAS, Company submitted a response to provide services in accordance with the specifications as proposed. A copy of the Company's response to the Procurement Packet is attached hereto as **Exhibit "B"** (the "Response"), and is incorporated herein for all purposes;

WHEREAS, County has determined that Company has submitted the lowest and best bid to meet County's requirements for the Service, as herein described.

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 in accordance with the Procurement Packet, the Commissioners Court of County awards this contract to Company.

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. County and Company hereby agree that this Contract is entered into in order to provide the Services to 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, Company shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained in **Exhibit "A"** Procurement Packet and **Exhibit "B"** Company's Response. Services shall be performed within Hidalgo County. The Company will not begin to work or incur costs until authorized in writing by the County with the release of an authorized Purchase Order or other appropriate written authorization 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. County reserves the right to evaluate any services provided by the Company and to reject the same if not in compliance with the specifications as provided in Exhibits "A" and "B". If the County finds it necessary to require changes in the work provided because of errors made by the Company, the County shall require the Company to correct the work at no cost to the County and without amendment to the Agreement. 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 a period of **three (3) year(s)**, commencing on **May 28, 2024** and expiring on **May 27, 2027**, unless sooner terminated. The term of this agreement may be extended at the County's sole discretion for additional **two (2) one (1) year term(s)** under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for the unforeseen delay in award of new bid for the next contract term.

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

5. **Licenses/Certifications.** 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, including the State of Texas, during the term hereof to provide the Services. Company further represents that it is qualified to perform and execute the services described above. If such license or permit is suspended or revoked, this Contract shall automatically be terminated and Company shall immediately notify the County. Company shall provide the County with all current state certifications, permits, and/or licenses with applicable seals, or as otherwise required by the State of Texas.

6. **Equipment.** If applicable, Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. 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. **Independent Contractor.** The Company must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Company under this Agreement. Notwithstanding the foregoing sentence, Company represents and maintains that Company is an Independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Company does not desire or request any fringe benefits provided to employees of

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON May 14, 2024

Agenda Item No. 95212

Executive Office: MS

VENDOR:
Easy Access, Inc.

COUNTY:
COUNTY OF HIDALGO, Texas

William C Hamer
William C Hamer (May 18, 2024 07:41 CDT)
William C. Hammer, CEO

Richard F Cortez
Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST: 

Robert Viña III
Robert Viña III (May 21, 2024 11:49 CDT)
Robert Viña, Assistant District Attorney

Arturo Guajardo Jr
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)