



Contract for Service Agreement

FILED
 AT 4:00 O'CLOCK P M
 NOV 08 2017
 ARTURO GUAJARDO, JR. COUNTY CLERK
 HIDALGO COUNTY, TEXAS
 BY: NAC DEPUTY

Account Profile (Please complete with accurate information for account and billing purposes)

Date: 10/12/17

Digital Representative: Yvette Alafa

Business Name	Approved By	Business Address
Name Hidalgo County District Attorney's Office	Name(s)	Physical 100 N. Cano St
Location Type (Select one) Single <input checked="" type="checkbox"/> Multiple <input type="checkbox"/>		Edinburg, TX 78539
Business Type (which apply?) DBA LLC Franchise CORP. Local INC Non-Profit WEB	Title(s)	Billing
Phone Number	Email Address	Website URL(s)
Business (956) 292 - 7600	Business	
Contact Mobile () -	Billing	
EIN /Social Security #	Billing Type	Method of Deposit Payment
	PIF <input type="checkbox"/> Monthly <input checked="" type="checkbox"/>	Cash <input type="checkbox"/> Check <input checked="" type="checkbox"/> CC <input type="checkbox"/>
Credit Card On File	<p>Client agrees to monthly billing and payment method by automatic payment and draft from their credit card on file. The credit card information on file and its use is restricted for billing and payment purposes only. By signing below, you are stating that you agree to these terms and conditions and permit Rio Star Publishing (RSP Business Solutions) the use of this payment method. Down Payment: Your down payment amount is the initial payment for the first phase of development and set up and is not used for the program monthly billing. By signing below, I understand and agree to these terms.</p>	
Name on Card:		
CC Type _____		
# _____		
Exp: ____ / ____		
VCode _____		
Zip Code _____		

Ramon Garcia
 Printed Name
Ramon Garcia
 Authorized Signature

County Judge
 Title
11/3/17
 Date

Office: (956) 627-5964 | Email: Connect@rspbusinessolutions.com
 Web: www.rspbusinessolutions.com
 Office Location: 820 N. 10th St. McAllen, TX 78501

APPROVED BY
 COMMISSIONER FIRST COURT
 10/31/17 JK

Order Form for: Hidalgo County District Attorney's Office

Product	Item Description	Program Length	Start Up Time	Web Property	Category	Monthly Prog. Price
Website Design & Development	Website	12 months	4-8 weeks	Self		\$350.00
	Web Hosting	12 months	4-8 weeks			
	SSL Certificates	12 months	4-8 weeks			
	Search Engine Optimization	12 months	4-8 weeks			
	Website Management & Maintenance	12 months	4-8 weeks			
	Bilingual Content Translation (Spanish)	12 months	4-8 weeks			

Additional Notes:

For Website(s) Only - Select your desired URL(s)

- 1) _____
- 2) _____
- 3) _____

Select your desired URL(s) in order of preference. This will remain your assigned web address to be used by RSP Business Solutions for maintenance, design, and access to your provided web property to be used by RSP Business Solutions.

Account Billing Information

Sub Total \$9575.00

PIF Disc % _____

Down Payment \$5375.00

Remaining Balance \$4200.00

Monthly Payment Amount \$350.00

Your initials confirm receipt of the terms and conditions applied to your program. *RG*

Ramon Garcia

Printed Name

Ramon Garcia

Authorized Signature

County Judge

Title

11/3/17

Date

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 Web: www.rspbusinesssolutions.com
 Office Location: 820 N. 10th St. McAllen, TX 78501

RECEIVED BY
 COMMISSIONERS' COUNCIL
10/31/17



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

Service Agreements

Company's Name: RSP Business

Department: DA

CC Approval on 10/31/2017, AI- 62273

ATTEST:

BY:

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



APPROVE AS TO FORM:

Office of Criminal District Attorney Ricardo Rodriguez, Jr.

BY:

Josephine Ramirez
Honorable Josephine Ramirez, ADA

Contract of Service - Terms & Conditions

Photo/Art/Video Specifications: RSP Business Solutions will exercise the right to discretionary approval of all customer submitted artwork, which must adhere to the company's design layout and set standards. RSP Business Solutions reserves the right to regulate content/images provided for any print or digital product. Customer supplied art work must be provided in: .jpeg, .pdf, .png, or Photoshop file(s) and in high resolution. No image pixelation in digital formats will be accepted. Once the advertiser signs off (manually or electronically) on the designed proof, RSP Business Solutions is not responsible for any errors in content information or design discrepancy overlooked by the advertiser. Any original artwork designed by RSP Business Solutions may not be reproduced or used for other marketing material without the expressed permission released by Rio Star Publishing, RSP Business Solutions. RSP Business Solutions is not responsible for false representation on any advertising content supplied by the advertiser.

Payment/ Fulfillment / and Billing Terms: Accepted methods of payment: Check, Cash, Credit Card, and Money Order for the down payment amount. All checks must be made to RSP Business Solutions. A \$35.00 fee will be charged to the customer for insufficient funds, as well as any additional fees from their financial institution. The down payment, retainers, invoiced amounts, and all billed for paid amounts applied to your program are non-refundable. Billed and retained amounts as per program agreement are deducted from the contract term comprehensive total amount for your adjusted monthly billing if your contract is not paid for in full. Your agreement to this contract binds you to the financial responsibility of this contract, to submit payment for the entire term of this agreement. Failure to pay in a timely manner or by the payment due date, may result in a loss of your advertising program(s) and or digital products, or services. This applies to late payment(s) on your account by the 5th day after the contract monthly due date. A penalty late charge of 15% of your term total amount, or as allowed by law, may be applied to resume contract terms and the purchased service program.

Cancellation & Penalty Policy: FOR WEB PUBLICATIONS: Should you or your company decide to cancel your contract term for any reason, a penalty fee of 100% of the remaining contract term balance will be due upon cancellation. Your service with RSP Business Solutions will end at the time of cancellation. We will not provide a refund for any reason on funds received or for future payment amounts. For PRINT PRODUCTS: Full balance payment must be collected before any print program fulfillment to include design services and printing services. There are no imposed guarantees on the customer conversion percentage for any advertising program provided by RSP Business Solutions. For WEBSITE PUBLICATIONS: Cancellations must be made 30 days in advance with a letter in writing and received by certified postal mail at: 820 N. 10th St. McAllen, TX 78501, to include an authorized signature and method of payment for the penalty fee. Your account must be current and without a payment delinquency to process a formal cancellation request.

Intellectual Property:

RSP Business Solutions remains the rightful owner of all design, written and visual content, photography, video, slogans, social media content, web content, emails provided (if included in programs), Spanish translation, web links, directory submissions, and any other works developed, produced, provided, and conducted by RSP Business Solutions and any representative of RSP Business Solutions including: employees, owner, photographer, videographer, salesperson, copywriter, copy editor, and any other affiliation to RSP Business Solutions. A release of said works may be purchased for an additional payment amount to the discretionary use discussed and approved by RSP Business Solutions. Any violation and or infringement of said intellectual property is strictly prohibited and may be punishable by law and violators of this policy may be fined.

Non-Compliance: Failure to comply with these terms may result in forfeiture for non-compliance and appropriate measures will be taken up to: advertisement removal from digital publication(s) on respective web properties, removal of leased website properties developed and designed for your company, any or all print publication, and your account information will be sent to a collections agency, which may reflect on your credit report. All claims and disputes arising under or relating to this Agreement are to be settled by alternative dispute resolution (mediation) in the state of Texas or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.

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Rio Star Publishing | RSP Business Solutions

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Betsy

8. Membership Dues/Certifications:

- A. **AI-62264** Pct. 4 (1200):
 Requesting approval to pay membership dues for International Right of Way Association in the amount of \$225.00 (Req. # 360254) for Jose Alejandro Ochoa, with authority for County Treasurer to issue check after review, audit and processing procedures completed by County Auditor.

9. Purchasing Dept - Notes:

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.
B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

- A. **AI-62128** Pursuant to Texas Constitution Article 3, Section 52, presentation by Hidalgo County Pct. 4 of the "public purpose" served for the request to purchase "eight acrylic pictures" to be displayed at the Hidalgo County Precinct 4 "M" Road Building, through requisition #00358574.
- B. **AI-62337** Ratification of fully executed Change Order No. 5 in connection with contract No. C-16-281-11-15 -Hidalgo County Precinct #2 -YUMA AVENUE EXTENSION PROJECT(from McColl Rd to 0.16 miles east of McColl Rd) as recommended by project inspector, Eugene Palacios and subject to compliance with HB1295 when and if applicable.

C. **AI-62273** Requesting authority to enter into a 12 month Service Agreement with RSP Business Solutions for the design and development of a website for the Office of the Criminal District Attorney for a one-time (1) down payment fee of \$5,375; maintenance of said website will be billed monthly at a rate of \$350.

- D. **AI-62191** Pct. 1 is requesting acceptance and approval of payment of invoice #2017166 in the amount of \$9,498.98 submitted by project engineer, TEDSI Infrastructure Group, for engineering services provided under Contract C-16-330-10-04 [WA#1], for Indian Hills project.
- E. **AI-62283** Pct. 1 is requesting acceptance and approval of payment of invoice #2017163 in the amount of \$5,421.30 submitted by project engineer, TEDSI Infrastructure Group, for engineering services provided under Contract C-16-165-07-06 [WA#1], for Nittler Road project.
- F. **AI-62284** Pct. 1 is requesting acceptance and approval of payment of invoice #2017165 in the amount of \$5,404.50 submitted by project engineer, TEDSI Infrastructure Group, for engineering services provided under Contract C-16-165-07-06 [WA#2], for Mile 9 project.
- G. **AI-62307** Approval of Application for Payment No. 5 in the amount of \$255,830.03 for the Pct 2 Regional Linear Park project submitted by contractor, Clore Construction, LLC