



**WHEREAS, County and Vendor** agree that **Vendor** will not be paid for services not rendered on the cancelled dates.

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

**WHEREAS,** in recognition of and in consideration of **Vendor's** agreement to perform the Services in accordance with this Service Agreement, the Commissioners Court of **County** awarded the **Vendor**.

**NOW, THEREFORE,** in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree to the following:

1. **County and Vendor** 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 Service Contract, **Vendor** shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained in this Service Contract. Services shall be performed within **Hidalgo County** following a request for Services by the **County** or its designated agent. **Vendor** 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, **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 **four (4) month(s)**, commencing on **June 1st, 2020** and expiring on **September 30, 2020**, and any dates canceled pursuant to paragraph 3(a.) may be rescheduled at the sole discretion of the County under the same rates, terms and conditions unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. The dates agreed upon by the **Vendor** and the **County** are as follows:

- (1) Friday, June 5<sup>th</sup>
- (2) Friday June 12<sup>th</sup>
- (3) Friday June 19<sup>th</sup>
- (4) Friday, June 26<sup>th</sup>
- (5) Friday, July 10<sup>th</sup>
- (6) Friday, July 17<sup>th</sup>
- (7) Friday, July 24<sup>th</sup>
- (8) Friday, August 7<sup>th</sup>

3.a. The County, at its sole discretion, may choose to cancel and terminate any of the agreed upon dates of services for the following included but not limited to reasons:

- (vi) COVID-19 (or any emergency disaster);
- (vii) Rain;
- (viii) Thunder and Lightning, and/or;
- (ix) Shelter-in-place is in affect; or
- (x) Other act of nature unforeseen

4. **Licenses.** As a condition of this Contract, **Vendor** 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 Contract shall automatically be terminated and **Vendor** shall immediately notify the **County**.

5. **Vendor** 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 **Vendor** 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 **Vendor** 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 **Vendor** the amount of eight hundred and eighty-five dollars (\$885) per movie night so that upon completion of providing services for eight (8) movie nights, as provided for in this agreement, a total of seven-thousand eighty dollars (\$7,080) will be paid to Vendor, subject to cancellation of any of the events or termination of this contract. Payments will be made 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, **Vendor** agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in 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 **Vendor's** liability. Any and all applicable insurance requirements and amounts are incorporated herein by

reference for all purposes. **Vendor** is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance **company** authorized to do business in the State of Texas and acceptable to **County**. **Vendor** shall cause all subcontractors utilized by **Vendor** to also comply with these specifications. **Vendor** shall furnish to **County** certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. For each applicable policy, **Vendor** shall name the **County** as an additional insured. **Vendor** shall notify **County** a minimum of thirty (30) days in advance of cancellation of all or part of a policy. **Vendor** shall make any other insurance documentation available to **County** upon request.

9. **Indemnification.** **Vendor shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Vendor under this Contract. Said indemnity shall cover any act or failure to act by the Vendor, its agents or employees.**

10. **Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. **Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship and that **County** has no supervision of the performance of the Services provided by **Vendor**, and that **Vendor** is an independent contractor under this Contract.

12. **Notice.** Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo  
Attn: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor**

**Edinburg, Texas 78539**

If to Vendor:

**Martin Garcia Jr.**

**4822 N. 5 ½ W.**

**Weslaco, TX 78599**

13. **Provisions.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. **Termination.** The contract may be terminated without cause upon thirty (30) days written notice by County.

15. **Successors.** This Contract shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

16. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **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 thirty (30) days written notice to **Vendor**. **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 Contract, **County** may terminate this Contract upon Seven (7) days written notice to **Vendor**, **County** agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Contract. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

18. **Entire Agreement.** This Contract contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or Agreement in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities.** Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses **County** enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to **County** as to any claim or action of any person, entity, or individual against **County**.

20. **Nondiscrimination:** **Vendor**, 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. Parties also agree to abide by the requirements of Title VI of the Civil Rights Act of 1964, as amended.

21. **Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract.

22. **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.

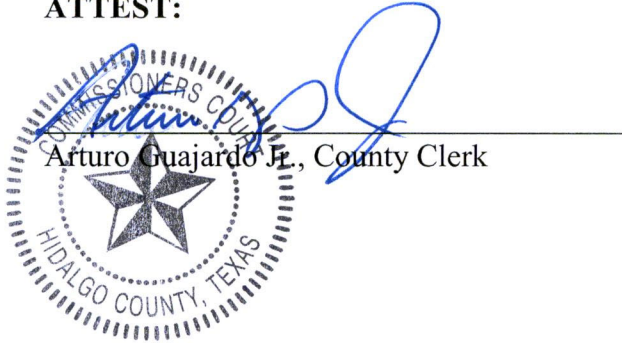
*[SIGNATURE PAGE TO FOLLOW]*

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

COUNTY OF HIDALGO

ATTEST:

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



Arturo Guajardo Jr., County Clerk

APPROVED BY  
COMMISSIONERS' COURT  
ON: 5/19/20 mg

VENDOR: DICE PRODUCTIONS

By: [Signature]

Printed Name: Martin Garcia Jr

Title: Owner of Dice Productions

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

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

APPROVED BY COMMISSIONES COURT: 5/19/20

Date: March 3, 2020

Affiant: Martin Garcia Jr

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

"I Martin Garcia Jr, am a sole proprietor doing business as DICE Productions, with Hidalgo County."

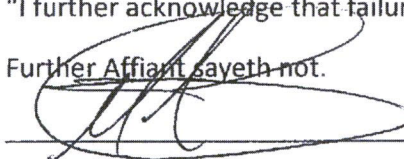
"I will provide services for Hidalgo County under the Hidalgo County Purchase Order which will be approved upon receipt by the Hidalgo County Purchasing Department."

"I have no employees and do not anticipate employing any during the term of this contract."

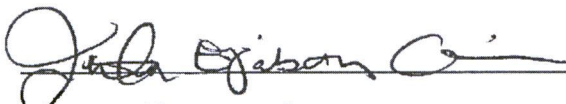
"In the event I do employ any staff during the contract, then I shall immediately notify Hidalgo County and obtain the Workers Compensation required by law."

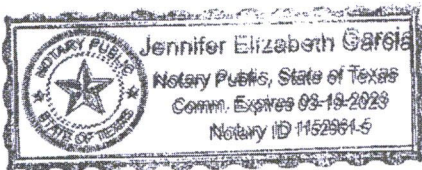
"I further acknowledge that failure to do so will result in cancellation of the purchase order."

Further Affiant sayeth not.

  
Printed Name of Affiant: Martin Garcia Jr

SWORN AND SUBSCRIBED TO under oath before me on March 3, 2020

  
Notary Public, State of Texas



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2020-619222

Date Filed:  
05/13/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

DICE Productions  
Weslaco, TX, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202090  
Entertainment - Movies at the Park

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Martin Garcia Jr., and my date of birth is 9/22/85.

My address is 4822 N. 5 1/2 W., Weslaco, TX, 78599, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of TEXAS, on the 13 day of MAY, 2020.  
(month) (year)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

DICE Productions  
 Weslaco, TX, TX United States

**Certificate Number:**  
 2020-619222

**Date Filed:**  
 05/13/2020

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County

**Date Acknowledged:**  
 05/14/2020

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

202090  
 Entertainment - Movies at the Park

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)