

**VENDING SERVICES AGREEMENT BETWEEN
WEBB COUNTY, TEXAS
AND
ASTRO VENDING OF LAREDO, INC.**

This Vending Services Agreement (“Agreement”) is entered into effective as of April 27, 2026 (“Effective Date”), between Webb County, Texas, a political subdivision of the State of Texas (“Webb County”), acting through its Commissioners Court, 1000 Houston Street, Laredo, Texas 78040, and Astro Vending of Laredo, Inc. (“Contractor”), a Texas For Profit Corporation, 1601 Commerce Drive, Laredo, Texas 78041, each individually referred to as a “Party” and both as “Parties” in this Agreement.

WITNESSETH

WHEREAS Webb County owns and/or operates various buildings, grounds, and real property; and

WHEREAS, Webb County historically has had vending firms supplying it with vending machines and services at various building locations; and

WHEREAS Webb County requested proposals (“Request for Proposals (RFP) 2026-004 Vending Machine Services for Webb County”) from vending firms that are trained, experienced, and qualified in providing and servicing snack and beverage vending machines; and

WHEREAS Contractor responded to Webb County’s request for proposal RFP 2026-004, and Webb County, through its Commissioners Court, determined that, after reviewing all proposals received, Contractor’s proposal to provide vending machines, vending products, and related services at Webb County’s facilities was in the best interest of Webb County.

NOW, THEREFORE, in consideration of the mutual benefits to be derived hereby, Webb County and Contractor do hereby agree as follows:

**Section I.
TERMS AND RENEWAL**

- A. Initial Term of Agreement. This Agreement shall commence on the Effective Date and shall terminate on April 26, 2029, unless it is renewed as set forth herein.
- B. Renewal of Agreement. As the end of the initial term of this Agreement, the Parties, upon mutual agreement, shall have the option to renew this Agreement for up to two (2) additional and separate terms of twelve (12) months, each upon the same terms and conditions contained herein and at the renewal prices indicated in Section III, “Compensation”. Exercise of the renewal option is at Webb County's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance of this Agreement and subject to the availability of funds. Webb County, if it desires to exercise its renewal option, will provide notice to the Contractor of its election to renew at least ninety (90) days prior to the initial contract termination date.

The renewal term shall be considered separate and shall require exercise of the renewal option to extend the renewal term, should Webb County choose to renew this Agreement. Webb County and the Contractor agree that termination shall be the Contractor's sole remedy; provided, however, that upon non-renewal, Webb County shall provide Contractor ninety (90) additional calendar days to remove all vending equipment from County sites and shall reimburse Contractor for all reasonable, documented removal and relocation costs. Except as set forth herein, termination shall be the Contractor's sole remedy if Webb County chooses not to extend this Agreement for an additional twelve (12) month term.

Section II. SCOPE OF SERVICE

A. Services to be Provided. The Contractor shall provide vending machines, vending products, and related services for Webb County's properties and locations listed on Attachment 1 ("Sites"). The Contractor will be responsible for keeping its machines filled with the products listed on the Master Vending List attached hereto as Attachment 2. Webb County reserves the right to add or delete Sites where vending machines are operated, on an as-needed basis. Each Site serviced by the Contractor shall be adequately supplied with the type and number of machines necessary to service the vending needs of Webb County at each Site. The type and number of machines at a specific Site will depend on factors such as Webb County requests, available space, available utility outlets, and sales.

B. Contractor's Obligations and Responsibilities.

1. Equipment to be Provided. The Contractor shall install, at no cost to Webb County, vending equipment at the Sites listed on Attachment 1. A list of all equipment installed at these Sites, including the name, type, serial number, counter or meter reading at time of installation, and location of each piece of equipment, shall be provided to Webb County's Contract Manager within fifteen (15) days before execution of this Agreement. All equipment shall be equipped with "dollar bill" validators (Mars or an approved equivalent) as well as coin and/or item counters. All equipment must include DEX/UCS or be DEX-compatible to be installed within thirty (30) days after execution of this Agreement. All equipment used in this Agreement shall be no older than five (5) years. If, within the first thirty (30) days following execution of this Agreement, the machines are not equipped with the DEX/UCS box, the Contractor must demonstrate a reliable system of accounting for sales. If the accounting system is not accepted by Webb County, Webb County reserves the right to cancel this Agreement immediately.

Either Webb County or the Contractor may initiate a written request for addition or deletion of vending equipment; provided, however, prior to the Contractor deleting any installed vending equipment (a vending machine), Contractor must first provide, in writing, sales data to Webb County's Contract Manager which evidences that the vending equipment is underperforming in relation to other vending equipment that is located at other Sites. With County Contract Manager authorization, the Contractor may then change the existing mix of products

provided in the machine and/or prices for at least a thirty (30) day period to determine if sales improve to mutually agreeable and acceptable levels. The change in product mix would be performed based on feedback from Webb County's Contract Manager and Webb County's employees who use the machine in question. If sales do not improve to mutually agreeable and acceptable levels during the said thirty (30) day period, then the Contractor may ask for re-authorization, in writing, to either change the product mix for an additional thirty (30) day period, or contact Webb County's Contract Manager, in writing, providing supporting sales data including the most recent data, and request final removal of the vending machine from its then current location. If, after the second thirty (30) day period, sales have not improved to mutually agreeable and acceptable levels, the Contractor can, in writing, request final removal of the vending machine from its current location.

Any disputes concerning equipment changes shall be resolved pursuant to Section VII, J., Disputes. The Contractor shall provide at each Site the type of vending equipment and supplies listed below:

- a. Cold drinks (Soda, Tea, Water, Cold/Juice), and/or snack machines only;
- b. The types and number of machines that will be situated at each specific Site shall be determined by Webb County and Contractor; and
- c. Dollar validators will be required for each machine, and a separate currency changer may be required by Webb County.

The total number of machines allocated to each Site must be installed no later than thirty (30) days after execution of this Agreement. If Webb County deems it necessary to delete or add additional machines after the initial installation, Webb County will notify the Contractor in writing. By execution of this Agreement, the Contractor agrees to such additions/deletions and shall have thirty (30) days to comply from the date of the notification. Any additional machines shall be provided on the same terms and conditions as contained in this Agreement.

2. Limited Access, Location License. Contractor, its employees, representatives, agents, and subcontractors will have the right to use and access only the Sites listed in this Agreement to perform Work and will have no right to use or access any other Webb County facilities. Webb County will permit Contractor to use the Sites in accordance with the license contained in this subsection. Webb County licenses the Sites in their current "as is" condition to Contractor for use by Contractor, its employees, representatives, agents, and subcontractors in the performance of their Work under this Agreement, and for no other purpose. This is a non-exclusive license to use the Sites. No unlawful activities will be permitted in the use of the Sites. Contractor will comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and orders (collectively "Applicable Law") in connection with Contractor's use of Webb County Sites to conduct its business.

3. Mechanic's Liens. Contractor will not suffer any mechanical liens to be filed against the Sites by reason of any work, labor, services, or material performed at or furnished to the Sites by Contractor.
4. Inspection. Contractor has inspected the Sites and agrees that the Sites are sufficiently equipped for Contractor to provide Work in accordance with the terms and conditions of this Agreement.
5. Utility Service; No Liability. WEBB COUNTY WILL NOT BE RESPONSIBLE FOR INTERRUPTIONS IN UTILITY SERVICE TO THE SITES. HOWEVER, WEBB COUNTY WILL EXERCISE REASONABLE DILIGENCE IN PURSUING THE RESTORATION OF INTERRUPTED UTILITY SERVICE. WEBB COUNTY WILL NOT BE LIABLE TO CONTRACTOR OR CONTRACTOR'S EMPLOYEES, REPRESENTATIVES, AGENTS, SUBCONTRACTORS, GUEST, OR INVITEES (COLLECTIVELY "CONTRACTOR PARTIES"), FOR ANY LOSS, EXPENSE, OR DAMAGE EITHER TO PERSON OR PROPERTY SUSTAINED BY REASON OF ANY CONDITION OF SITES, OR DUE TO ANY ACT OF ANY EMPLOYEE, REPRESENTATIVE, AGENT, SUBCONTRACTOR, GUEST OR INVITEE OF WEBB COUNTY, OR ANY OTHER PERSON WHATSOEVER. WEBB COUNTY, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUBCONTRACTORS, GUEST, AND INVITEES WILL NOT BE LIABLE FOR, AND CONTRACTOR WAIVES, ALL CLAIMS FOR DAMAGE TO PERSON OR PROPERTY SUSTAINED BY ANY CONTRACTOR PARTIES, RESULTING FROM ANY ACCIDENT OR OCCURRENCE IN OR UPON LOCATIONS, EXCEPT TO THE EXTENT THAT SUCH DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF WEBB COUNTY, ITS OFFICERS, EMPLOYEES, OR AGENTS, OR BY THEFT OR VANDALISM BY COUNTY EMPLOYEES OR AGENTS AGAINST CONTRACTOR'S EQUIPMENT OR FUNDS. CONTRACTOR WILL PAY ON DEMAND WEBB COUNTY'S EXPENSES INCURRED IN ENFORCING ANY OBLIGATION OF CONTRACTOR UNDER THIS LICENSE.
6. Products to be Provided. The approved list of products to be dispensed in the vending machines can be found on Attachment 2, "Master Vending List". This list also establishes the maximum price that may be charged for each listed product. Contractor shall sell only those products listed on the Master Vending List or approved substitutes in vending machines located at each Site. Webb County shall have the exclusive right to add or delete any product to be dispensed in the vending machines based on volume of sales or other factors, without a formal amendment. If Webb County deems it necessary to add or delete products after the initial installation, Webb County will notify the Contractor in writing. By execution of this Agreement, the Contractor agrees to such additions/deletions and shall have thirty (30) days from the date of the notification to

comply. Any additions shall be provided on the same terms and conditions as contained in this executed Agreement.

Any request by Contractor to provide alternate or substituted products shall be submitted in writing and must be approved in writing by Webb County. Substitute products must be of the same quality and must be packaged in the same manner (proportion size, volume, and/or weight, as applicable) as the product sought to be substituted. Webb County reserves the right to reject any request for substitution if, in Webb County's sole discretion, the substituted product is not of the same quality or packaging (proportion, weight, volume, etc.) as the product sought to be substituted. Requests for alternate or substituted products shall be granted or denied within ten (10) days of receipt of a written request.

7. Services to be provided. The Contractor shall:

- a. Collect all money from each machine and record the ending meter reading for an accurate accounting of sales and collections for each machine;
- b. Submit timely Monthly Sales Reports as required under Section II., 5., "Reporting";
- c. Provide all maintenance and repairs to the machines at no cost to Webb County, as specified in Section II., 9., "Operational Requirements";
- d. Return a minimum of once-per-week to each facility, on a regularly scheduled day as determined by Webb County, to replenish vending stock and vending supplies, if applicable, and to clean and sanitize all machines; provided, however, Contractor may adjust the time that it returns to certain Sites if it becomes unnecessary to replenish vending stock and vending supplies once-per-week due to lower sales volumes at such Sites;
- e. Return within 24 hours prior to a Webb County holiday to replenish vending stock and, if applicable, vending supplies, and to clean and sanitize all machines. Webb County holidays are as follows:
 1. New Year's Day
 2. Martin Luther King Jr. Day
 3. President's Day
 4. Good Friday
 5. Easter
 6. Memorial Day
 7. Juneteenth
 8. Independence Day
 9. Labor Day
 10. Columbus Day
 11. Veteran's Day
 12. Thanksgiving
 13. Christmas Eve
 14. Christmas
 15. New Year's Eve;

- f. Be responsible for the electrical connections for all vending machines;
- g. Respond to any request by Webb County or the facility where vending machines are located for supplies, service, or assistance within 24 hours of initial request; and
- h. Provide Webb County with an office telephone number and cell and/or pager number for at least two (2) individuals who can be reached twenty-four (24) hours per day, seven (7) days per week regarding equipment or services to be provided.

8. Operational Requirements.

- a. The Contractor shall be required to have all machines installed and fully operational at the Sites within thirty (30) days of the Agreement's execution.
- b. The Contractor shall repair any non-functioning machine to full operating capacity within twenty-four (24) hours of notice or replace said machine within the same period.
- c. The Master Vending List (Attachment 2) establishes the price list for all approved products. Except as otherwise provided in Section III.G, except for increases on renewal terms, these prices will not be increased except upon the Contractor's written request and only because of manufacturers' price increases or increases in the cost of raw materials. Any requests for price increases on products must be submitted in writing and accompanied by supporting documentation (i.e., proof of the Contractor's wholesale purchase price increase). Approval of the increase shall be made in writing by Webb County. It is anticipated that for every 2.5-cent increase in the wholesale purchase price of an item, an increase of no more than five cents may be made for that item. Requests for price increases may only be submitted to Webb County for approval every ninety (90) calendar days. Webb County shall approve or deny any such request within thirty (30) calendar days of receipt; failure to respond shall be deemed approval.

9. Reporting.

A Monthly Sales Report shall be submitted monthly to Webb County's Auditor no later than the tenth (15th) day of the previous month following the month reported. This report shall include the following:

- a. A list of gross sales of each vending machine by product type, and Site;
- b. Total gross sales for all Sites;
- c. Commission payable to Webb County.

10. Refunds.

The Contractor will be responsible for processing all refunds. Webb County's Contract

Manager shall review and approve the process within thirty (30) days of the Agreement execution. The Contractor shall post notices in clearly visible locations informing patrons how to request refunds. The Contractor is responsible for making refunds of monies lost due to malfunctions of vending machines within seventy-two (72) hours of report of loss.

11. Equipment Ownership.

The Contractor is acknowledged to be the owner of all machines, equipment, and/or merchandise which may be brought upon the County's property by the Contractor, and nothing in this agreement will give the County any interest, outside of the interest stated in this Agreement, in such machines, equipment, or merchandise.

C. **Contractor Staff Conduct for Facility Access**

1. The Contractor or designee shall make prior arrangements with Webb County for access to the Sites to deliver equipment, provide services, or perform equipment maintenance.

The Contractor's staff on-site shall adhere to the standards of conduct prescribed in any Webb County personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies, and procedures of Webb County.

In addition, the Contractor shall ensure that all staff adhere to the following requirements:

- a. The Contractor's staff shall not engage in any conduct that is criminal in nature or that would bring discredit upon the Contractor or Webb County. In providing services pursuant to this Agreement, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- b. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by telephone and in writing to the County's Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Agreement.
- c. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the County's Contract Manager or their designee within twenty-four (24) hours of the Contractor's knowledge of the incident.

2. Staff Background/Criminal Record Checks

- a. The Contractor's staff assigned to provide Site Services under this Agreement **may**, at Webb County's option, be subject to a background/criminal records check at Webb County's expense. This background check may be conducted

by Webb County and may occur or re-occur at any time during the Agreement period. In order to carry out this background check, upon request, the Contractor shall provide Webb County with the following data for any individual Contractor or subcontractor's staff assigned to provide services under this Agreement: Full Name, Race, Sex, Date of Birth, Social Security Number, Driver's License Number, and State of Issue. Webb County may review the submitted proposed employee information and decide within five (5) business days. If requested, the Contractor shall also submit to fingerprinting for submission to the Federal Bureau of Investigation (FBI) by Webb County for all temporarily approved new hires.

- b. The Contractor shall not employ any individual under this Agreement who is under the supervision or jurisdiction of any parole, probation, or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the service to be provided under this Agreement. The objective of this provision is to ensure that no employee of the Contractor, under any such legal constraints, has contact with or access to any records of Webb County.
- c. The Contractor shall immediately report to Webb County of any new arrest, criminal charges, or convictions, and any active felony or misdemeanor supervision of any current employee performing services under this Agreement.
- d. The Contractor shall screen all prospective employees through referral and employment checks. The Contractor shall require that all prospective employees provide the details of any of the following criminal background information:
 - 1. Conviction for a felony or Class A misdemeanor.
 - 2. Plea of nolo contendere or plea of guilty to a crime that is a felony or Class A misdemeanor.
 - 3. Had adjudication of guilt withheld for a crime that is a felony or Class A misdemeanor.
 - 4. Current pending charges for a felony or Class A misdemeanor.
- e. Note that a felony or Class A misdemeanor conviction, a plea of guilty or nolo contendere to a felony or Class A misdemeanor, or an adjudication of guilt withheld for a felony or Class A misdemeanor does not automatically bar the Contractor from hiring the proposed employee. However, Webb County reserves the right to prior approval in such cases. Two (2) years with no criminal history is preferred. The Contractor shall make full written report to Webb County within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the penalty is a fine only and no jail time can be assessed) or when Contractor or Contractor's staff has knowledge of any violation of the laws,

rules, directives or procedures of Webb County.

3. Facility and Staff Security

- a. The Contractor employees shall display a current picture identification of the employee and be prepared to provide Webb County, upon request, with his/her Driver's License or State of Texas ID card.
- b. The Contractor shall ensure that staff wear attire suitable for the position, either a standard uniform or business casual dress.
- c. Contractor staff shall be subject to searches of their person or searches of equipment and/or products at any time when entering the Webb County jail facility.
- d. The Contractor's staff shall be subject to the requirements of Section II., C., of this Agreement and may be denied access to the facility by Webb County.

D. Webb County's Responsibilities.

Webb County will:

1. Verify the counter or meter reading of Contractor's machines at the time of installation;
2. Provide utilities to operate machines;
3. At its sole option and discretion, conduct background checks on Contractor employees, at no cost to the Contractor, who are responsible for carrying out the services under this Agreement.
4. Grant the Contractor or designee access to Webb County's Sites, subject to any safety concerns or issues, between the hours of 8:00 a.m. and 5:00 p.m. for the purposes of providing service, equipment, or maintenance. The Contractor may be granted access to a facility at times other than 8:00 a.m. to 5:00 p.m. to complete these services only if approved by Webb County in advance; and
5. Assume no liability for damage to equipment or loss of inventory or funds, and shall not be liable for the same.

E. Monitoring and Evaluation.

The Webb County Contract Manager or designated Webb County staff will perform monitoring during the term of this Agreement, but not less than once a year, to ensure contract compliance. Monitoring shall include periodic review of compliance with contract service delivery, including but not limited to, review of the specific Agreement requirements, such as:

1. Reporting Submission
2. Operations performance
3. Equipment performance

4. Equipment maintenance

If issues of non-compliance are identified during Webb County's monitoring, Webb County may provide a written report to the Contractor following the monitoring visit. When issues of non-compliance are identified in the monitoring report, the Contractor will be required to submit a written Corrective Action Plan (CAP). The CAP is to be submitted to Webb County's Contract Manager within ten (10) days of receipt of the monitoring report. If necessary, a follow-up monitoring visit will be scheduled by Webb County's Contract Manager and will occur within thirty (30) days of the original monitoring visit, at which time full compliance must be met. Failure to correct deficiencies after thirty (30) days from receipt of a written monitoring report noting the deficiencies may result in Webb County's determination of a breach of contract and termination of this Agreement.

Webb County reserves the right for the Contract Manager or authorized designee to make announced or unannounced visits to the vending Sites covered by this Agreement. Any inspection of Contractor's principal place of business shall require a minimum of forty-eight (48) hours' advance written notice, conducted during normal business hours, and limited solely to records related to this Agreement.

Section III. COMPENSATION

A. Payment.

The Contractor shall compensate Webb County for services specified in Section II, Scope of Service, as delineated below:

1. The Contractor will compensate Webb County with a commission of 20% of gross monthly revenues after taxes (i.e., \$1.00 - \$0.0825 sales tax = \$0.92 x 20% = \$0.18 commission) from the operation of said equipment and the sale of food and beverages. Such payments shall be made by the 10th day of each month for the previous month's revenue. "Gross Revenue" means gross revenue before exclusion of applicable sales taxes generated (a) from each piece of equipment and (b) from each Site (Location).
2. Webb County shall have the right to accompany the Contractor when the revenue is collected from the equipment and conduct a hard count of the money on-site, which consists of counting the money with a portable coin counter that shall be provided by the Contractor.

B. Official Payee

The Contractor agrees that each payment will include a detailed accounting of how the commission was arrived at, sufficient for a pre-audit and a post-audit thereof. The Contractor shall submit monthly payments and records to the Webb County Treasurer

and a copy of the records to the Webb County Auditor. The Webb County Auditor's Office shall review, verify, deny, and/or approve the above-referenced accountings, reports, and payments provided by Contractor.

All revenue payments from this Agreement shall be submitted to:

Webb County Treasurer
Accounts Receivable
1110 Washington Street, Suite 202
Laredo, Texas 78040

C. Travel Expenses

Webb County shall not be responsible for the payment of any travel expense for the Contractor that occurs because of this Agreement.

D. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Agreement, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Agreement.

E. Tax Exemption

Webb County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Webb County. Exemption certificates will be provided to contractors and suppliers upon request.

F. Renewal Prices

In the event Webb County chooses to extend this Agreement, and the Contractor agrees to such extension, the prices of the food and beverages for each extended period shall be adjusted based on the seasonally adjusted Consumer Price Index for All Urban Consumers (CPI-U) for food and beverages in the State of Texas.

G. Change of Circumstance

The commission rate(s) and prices are based, in part, on assumptions regarding population, hours of operation, other conditions on the Premises, labor costs, product costs, fuel costs, Federal, state, and local tax structure, and any other levy or tax that impacts Contractor's services ("Factors"). In the event of a material change in such Factors, including but not limited to increases in the cost of goods, Contractor shall have the right to adjust vending prices upon thirty (30) days' prior written notice to Webb County. Such adjustments shall be documented in writing, with supporting documentation, and shall be reasonably proportionate to the documented cost increase. Furthermore, in lieu of price increases per Section F above, Contractor may, upon thirty (30) days' prior written notice, modify the commission rate(s). It is acknowledged and understood that Webb County may terminate this Agreement at its will upon thirty (30) calendar days' notice in accordance with the termination rights set forth under Section VI below, if Webb County determines, in its sole discretion, that Contractor's modification of the commission rates and/or prices is not reasonably supported by documented changes in the applicable Factors. Before exercising this termination right, Webb County shall first engage in good-faith written negotiations with Contractor for a period of not less than thirty (30) calendar days.

Section IV. CONTRACT MANAGEMENT

A. Webb County's Contract Manager

The Contract Manager for this Agreement will be:

Mr. Leroy Medford,
Webb County Executive Administrator
1000 Houston Street, 2nd Floor
Laredo, TX 78040
(956) 523-4000

The Contract Manager will perform the following functions:

1. Serve as the liaison between Webb County and the Contractor;
2. Verify receipt of deliverables from the Contractor;
3. Monitor the Contractor's progress;
4. Assist in evaluating the Contractor's performance; and
5. Assist in evaluating Contractor performance upon completion of the overall Agreement. This evaluation will be placed on file and considered if the Agreement is subsequently used as reference in future procurements.

B. Contractor's Representative

The name, title, address, and telephone number of the Contractor's representative responsible for administration and performance under this Agreement is:

Randall Abdallah
Owner/Operator
1601 Commerce Drive
Laredo, TX 78041
Phone: 956-645-9964
Email: astrovending@hotmail.com

C. Contract Management Changes

After execution of this Agreement, any changes in the information contained in Section IV., Contract Management, will be provided to the other party in writing, and a copy of the written notification shall be maintained in the official record.

**Section V.
MODIFICATIONS**

Modifications to the provisions of this Agreement, except for Section IV., Contract Management, shall be valid only through execution of a formal amendment.

**Section VI.
TERMINATION**

A. Termination at Will

This Agreement may be terminated by either Party upon no less than ninety (90) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notices of termination shall be delivered by certified mail (return receipt requested) to the non-terminating party. In the event of termination at will by Webb County, Contractor shall be entitled to recover reasonable, documented costs for removal and relocation of all vending equipment from County sites.

B. Termination for Cause

If either party commits an Event of Breach (a breach of any of the covenants, terms, and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith

attempt to cure the Event of Breach within ten (10) business days, then and in that instance, the ten (10) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within ten (10) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

C. Termination of Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Agreement.

**Section VII.
CONDITIONS**

A. Records

1. Public Records Law

It is expressly understood and agreed that Webb County, its officers, and employees may request advice, decisions, and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Webb County as to whether or not the same are available to the public. It is further understood that Webb County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Webb County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Webb County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2. Audit Records

- a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by Webb County under this Agreement, and agrees to provide a financial and compliance audit to Webb County or to the Office of the Webb County Auditor and to ensure that all related party transactions are disclosed to the auditor.
- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Agreement.

3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Agreement for a period of four (4) years following the termination of this Agreement. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the County and the terms of this Agreement. Copies of all records and documents shall be made available for the County upon request. All records and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., B., Contractor's Representative for the duration of the period referenced above. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of five (5) years following termination of the Agreement, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

The Contractor shall cooperate with Webb County to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise Webb County of the location of all records pertaining to this Agreement and shall notify Webb County by certified mail within ten (10) days if/when the records are moved to a new location.

B. Materials with Recycled Content

It is expressly understood and agreed that Contractor must provide recycling receptacles in and around the Sites where any recyclable products or materials are sold pursuant to this Agreement.

C. Employment of County Personnel

The Contractor shall not knowingly engage under this Agreement, on a full-time, part-time, or other basis during the period of this Agreement, any current employee of Webb County.

D. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Agreement.

E. Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of

the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further contracts with the County.

F. Indemnification

THE CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD WEBB COUNTY, ITS EMPLOYEES, AGENTS, OFFICERS, HEIRS, AND ASSIGNEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, JUDGMENTS, OR DAMAGES INCLUDING COURT COSTS AND ATTORNEY'S FEES ARISING SOLELY AND DIRECTLY OUT OF THE CONTRACTOR'S OWN NEGLIGENT OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS, OR THOSE OF ITS EMPLOYEES OR AGENTS, IN THE COURSE OF OPERATIONS UNDER THIS AGREEMENT. CONTRACTOR SHALL NOT BE OBLIGATED TO INDEMNIFY WEBB COUNTY FOR ANY CLAIMS ARISING OUT OF OR ATTRIBUTABLE TO WEBB COUNTY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT. THIS INDEMNIFICATION SHALL BE PROPORTIONAL TO EACH PARTY'S RESPECTIVE FAULT.

G. Contractor's Insurance

The Contractor, consistent with the status of an independent contractor, agrees to provide adequate insurance coverage on a comprehensive basis and to always hold such insurance during the existence of this Agreement. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and Webb County under this Agreement. Contractor is required to carry Property Damage Insurance and Vehicle Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000.00) for bodily injury, including accidental death to any one person and amounts not less than One Million Dollars (\$1,000,000.00) on account of any one occurrence; Property Damage in the amount not less than One Hundred Thousand (\$100,000) per occurrence and Two Hundred Thousand (\$200,000.00) aggregate; and Vehicle Liability of One Hundred Thousand Dollars (\$100,000.00) for any one person and \$200,000.00 for each occurrence. Upon the execution of this Agreement, the Contractor shall furnish Webb County's Contract Manager with written verification of such insurance coverage. Webb County reserves the right to require additional insurance where appropriate. Contractor's insurance shall be primary as to any other existing, valid, and collectible insurance that is maintained or carried by Webb County.

H. Webb County's Insurance

Webb County maintains All Risk insurance, with replacement cost coverage, for the operation sites, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as

appropriate. Webb County's All Risk insurance shall, however, be secondary as to any insurance that is maintained and carried by Contractor. Webb County does not carry or maintain general liability insurance coverage since tort claims against Webb County are subject to the liability and damage limitations of the Texas Tort Claims Act. Thus, we have chosen to self-insure rather than to obtain insurance coverage for such residual liability, if any. The full faith and credit of the County, therefore, stands behind any lawful tort claims against it, its officials, employees, or agents.

I. Independent Contractor Status

The Contractor shall be considered an independent contractor in the performance of its duties and responsibilities under this Agreement. Webb County shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

J. Disputes

The Parties to this Agreement will endeavor to work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability, or otherwise ("Claim"). If the Parties are unable to resolve the Claim within thirty (30) days following the date on which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim may be addressed through a court of competent jurisdiction. This provision shall survive termination of this Agreement.

D. Copyrights, Right to Data, Patents, and Royalties

Webb County shall have limited rights to use non-confidential, non-proprietary information only. The Parties agree that Contractor's sales data, pricing strategies, commission calculations, cost structures, and product mix information constitute Contractor's Confidential Information. Webb County agrees to protect such Confidential Information and shall seek an Attorney General exception under the Texas Public Information Act prior to any public disclosure thereof. Subject to the foregoing, Webb County shall have the right to use, disclose, or duplicate, for any purpose whatsoever, all non-confidential/non-proprietary information and data developed, derived, documented, or furnished by the Contractor under this Agreement. All documentation produced as part of the Agreement shall become the exclusive property of Webb County and may not be copied or removed by any employee of the Contractor without express written permission of Webb County.

E. Subcontracts

Failure by the Contractor to pay the subcontractor within seven (7) working days shall entitle Webb County to provide written notice of such failure. If Contractor does not cure such payment failure within ten (10) business days of receipt of such notice, Webb County may terminate this Agreement; provided, however, that no termination shall be permitted where Contractor has withheld payment in good faith due to a bona fide, documented dispute regarding subcontractor performance. Contractor has provided Webb County with written notice of such dispute within the seven (7) working-day payment period.

F. Assignment

Neither Party shall assign its responsibilities or interests under this Agreement to another party without prior written approval of the other Party.

G. Force Majeure

If the Party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof of the need for such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

H. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted, so long as the material purposes of this Agreement can still be determined and effectuated.

I. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor because of any discussions with any County employee. Only those communications that are in writing from the County's staff identified in Section IV, Contract Management, of this Agreement shall be considered a duly authorized expression on behalf of the County. Only communications from the Contractor's representative identified in Section IV., B., which are in writing and signed, will be recognized by the County as duly authorized expressions on behalf of the Contractor.

J. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent, or employee of the County for any act or service that he/she may do, or perform

for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the County shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the County.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Agreement.

K. Governing Law and Venue

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in the State Courts of Webb County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice-of-laws rules.

L. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

M. Waiver

The failure or delay of any party to enforce at any time or any period any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other, different, or subsequent breach.

N. No Waiver of Immunities

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to Webb County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Webb County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of

Texas and of the United States. Notwithstanding the foregoing, and to the extent permitted by Texas Local Government Code §§271.151–271.160, Webb County expressly consents to suit for breach of this Agreement and waives sovereign immunity solely with respect to breach of contract claims arising hereunder.

O. No Indemnification by Webb County

Contractor acknowledges and agrees that under the Constitution and the laws of the State of Texas, Webb County cannot enter into an agreement whereby Webb County agrees to indemnify or hold harmless any other *party*, including but not limited to Contractor; therefore, all references of any kind to Webb County indemnifying, holding or saving harmless any other party, including but not limited to Contractor, for any reason whatsoever are hereby deemed void and deleted.

P. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, executors, administrators, and assigns.

Q. Incorporation of Exhibits and Attachments

All the Attachments referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

R. Construction

Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

S. Execution in Counterparts

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute the same document.

T. Conflicting Terms

In interpreting this Agreement, Webb County's Request for Vending Machine Services (No. 2026-004), and the Contractor's Proposal in response to said Request for Proposal, and resolving any conflicts and/or ambiguities between the terms and conditions of said documents, the terms and conditions of this Agreement shall take precedence over the terms and conditions of Webb County's Request for Proposal for Vending Machine Services (Proposal No. 2026-004) and the Contractor's Proposal in response to said

Request for Proposal; as well as any inconsistencies between this Agreement and said documents.

U. Entire Agreement

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by a written instrument signed by each party to this Agreement.

V. Notices

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by mail (to the extent an email address is set forth below), when received:

If to Webb County: Webb County, Texas
 1000 Houston Street, 3rd Floor
 Laredo, Texas 78040
 Fax: (956) 523-5065
 Attention: Webb County Judge

With Copy to: Webb County Civil Legal Division
 1000 Houston Street, 2nd Floor
 Laredo, Texas 78040
 Fax: (956) 523-5938

If to Contractor: Astro Vending of Laredo, Inc.
 1601 Commerce Drive
 Laredo, Texas 78041
 Attention: Randall Abdallah

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

WEBB COUNTY:

CONTRACTOR:
ASTRO VENDING OF LAREDO, INC.

Tano E. Tijerina
Webb County Judge

Print Name: Randall Abdallah
Title: Director/Operator

ATTEST:

Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Fortunato G. Paredes
Assistant General Counsel
Webb County Civil Legal Division

*The General Counsel, Civil Legal Division's Office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval of their own respective attorney(s).

ATTACHMENT 1
SITES & TYPE AND NUMBER OF SNACK MACHINES REQUIRED

LOCATION	VENDING PRODUCT	MACHINES
Youth Village 1 st Floor Detention Center (111 Camino Nuevo)	Snack & Beverage	2
Youth Village 2 nd Floor Break Room (111 Camino Nuevo)	Snack & Beverage	2
CAA (111 Camino Nuevo- Building B)	Snack & Beverage	2
Water Utilities (513 Martha Drive)	Snack & Beverage	2
Justice of the Peace Pct. 4 (8501 San Dario Avenue)	Snack & Beverage	2
Justice of the Peace Pct 2 (901 South Milmo-1 st Floor)	Snack & Beverage	2
Constable Precinct 3 (23299 SH 359, Oilton, Texas)	Snack & Beverage	2
Sheriff-Jail 1 st Floor (1000 San Agustin Avenue)	Snack & Beverage	2
Webb County Sheriff's Office (1002 Farragut Street)	Snack & Beverage	2
Billy Hall Administrative Office-1 st Floor (1110 Washington Street	Snack & Beverage	2
Justice Center 1 st Floor (1110 Victoria Street)	Snack & Beverage	2
Justice Center 2 nd Floor Break Room (1110 Victoria Street)	Snack & Beverage	2
Bruni Community Center (303 12 th Street, Bruni, Texas)	Snack & Beverage	2
Larga Vista Community Center (5401 Cisneros)	Snack & Beverage	2
Santa Teresita Community Center (15014 US Hwy 59)	Snack & Beverage	2
Carlos Aguilar Activity Center (3549 Cecilia Lane)	Snack & Beverage	2
Rio Bravo Activity Center (1600 Orquidia Lane)	Snack & Beverage	2
Fesco Building (4801 Fesco Blvd.)	Snack & Beverage	2

**ATTACHMENT 2
MASTER VENDING LIST**

CANTEEN VENDING PRODUCT LIST FOR WEBB COUNTY

CHIPS & SNACK MIXES (Price Subject to Size)	PRICE
Oven Baked Lays Mix	\$1.00-\$1.50
Regular Lays Mix	\$1.00-\$1.50
Mexican Lays Tostitos	\$1.00-\$1.50
Chex Mix Traditional	\$1.00-\$1.50
Hot Pork Chicharrónes	\$1.00-\$1.50
Cheetos Flamin' Hot	\$1.00-\$1.50
Frito Lay Bold Mix	\$1.00-\$1.50
Cheetos Crunch	\$1.00-\$1.50
Cheetos Cheddar Jalapeno	\$1.00-\$1.50
Frito Lay Fiesta Favorites Mix	\$1.00-\$1.50
Ruffles Cheddar	\$1.00-\$1.50
Funyuns Hot Rings Cebollitas	\$1.00-\$1.50
Doritos Azules	\$1.00-\$1.50
Doritos Rojos	\$1.00-\$1.50
Lays Negras	\$1.00-\$1.50
Fritos	\$1.00-\$1.50
Fritos BBQ	\$1.00-\$1.50
Chester Hot Fries	\$1.00-\$1.50
Lays Classics	\$1.00-\$1.50
Ruffles Original	\$1.00-\$1.50
Flaming Hot Mix	\$1.00-\$1.50
Premier Mix	\$1.00-\$1.50
CHOCOLATE BARS	\$2.00
Hershey's Regular	\$2.00
Hershey's Cookies & Cream	\$2.00
M&Ms	\$2.00
Kit Kat	\$2.00
3 Musketeers	\$2.00
MilkyWay	\$2.00
Almond Joy	\$2.00
Snickers	\$2.00
Crunch	\$2.00
Twix	\$2.00

NON-CHOCOLATE CANDY	
Skittles/Starburst Variety	\$2.00

NUTS	
Planters Nut Variety Pack	\$1.50
Corn Nuts	\$1.50
Sabritas Peanut Variety Pack	\$1.50
Pistachios	\$2.50
COOKIES	
Oreo Cookies 6	\$1.50
Nabisco Classic Mix Variety Pack	\$1.50
M&Ms Cookies	\$1.50
Knotts Strawberry	\$1.50
Goldfish Crackers	\$1.50
PASTRY	
Chocolate Cupcake	\$1.75
Big Texas	\$1.75
Sugar Donuts	\$1.75
Cherry & Cheese Danish	\$1.75
Cream Cheese Danish	\$1.75
Honey Bun	\$1.75
Muffins Oreo	\$1.75
Concha Bimbo	\$1.75
Gansito Marinela	\$1.75
Mantecadas Bimbo	\$1.75
HEALTHY SNACKS	\$1.50
Nature Valley Sweet & Salty	\$1.50
Nature Valley Crunchy	\$1.50
Nature Valley Protein Bar	\$1.50
Special K Protein Bar (flavor variety)	\$1.50
Cliff Protein Bar (Flavor variety)	\$2.50
Quaker Chewy Granola Bar	\$1.50
Quacker Chewy Dipps Chocolate Bar	\$1.50
Sweet & Salty Mix	\$1.50
Kellogg's Pop Tarts (Strawberry & Cinnamon)	\$1.75
Kellogg's Nutri Grain Bar (Flavor Variety)	\$1.50
Rice Krispies Treats	\$1.50
Goldfish Baked	\$1.50
Knotts' Strawberry	\$1.50
Mott's Fruit Snack	\$1.50

DRINKS 20 oz	
Coca-Cola	\$2.75
Coca-Cola Diet	\$2.75
Can Coca-Cola zero	\$2.75
7up	\$2.75
Pepsi	\$2.75
Dr. Pepper	\$2.75
Sunkist	\$2.75

Mountain Dew	\$2.75
Squirt	\$2.75
Pepsi	\$2.75
Diet Dr. Pepper	\$2.75
Brisk Tea	\$2.75
Lipton Tea	\$2.75
Gatorade	\$3.00
Everest	\$2.50
Monster	\$4.00