

DRAFT

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-17-191-07-25

THIS AGREEMENT is made on the ___ day of _____, 2017 by and between **THE COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and **P, R & S, LLC** ("Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

WITNESSETH:

WHEREAS, County desires to contract with **Sally Gavlik** ("Gavlik") who has the skills and expertise to perform the services necessary to the County of Hidalgo that are more specifically set forth hereinafter;

WHEREAS, Gavlik is the sole member and employee of Consultant; and

WHEREAS, Consultant has agreed to provide Gavlik to perform the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant agree as follows:

1. Consultant agrees to provide the County the personal services of Gavlik which are required by Hidalgo County in connection with researching, developing, and drafting of an "**Hidalgo County Park and Recreation Master Plan**" (the "Service"). Pursuant to Article 262.024 Texas Local Government Code, County is requesting that Gavlik assist the County in developing a Parks and Recreation Master Plan to present to Texas Parks and Wildlife Department.

2. Gavlik will report any problems or recommended changes in the drafting of an "**Hidalgo County Park and Recreation Master Plan**" to Hidalgo County.

3. Consultant will adhere to Hidalgo County approved Travel Policies and Procedures and reimbursable travel and lodging rates will be equivalent to the State of Texas travel and lodging per diem rates.

4. As consideration for services of Consultant described herein, County agrees to pay Consultant the fees as outlined in Attachment "B-Proposal Page", which is attached to and made a part of this Contract.

5. The term of this Contract will be effective upon approval of award and issuance of a Purchase Order (PO) with the written deliverable "Development of a Parks and Recreational Master Plan" to be submitted by November 30, 2017 to "Texas Parks & Wildlife at the sole discretion of Hidalgo County. This Contract may be extended for an additional thirty (30) days if it's in the County's best interest to do so under same rates, terms and conditions.

6. As a condition of this Contract, Consultant represents and warrants to County that Gavlik shall be the only and sole person personally providing the Service, and Gavlick and Consultant shall hold and maintain throughout the term of this Contract all certifications, licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

7. As consideration for the services of Gavlik described herein, County agrees to pay Consultant a sum not to exceed twenty-five thousand dollars (\$25,000) payable as provided in Exhibit "B" (attached hereto), plus all travel, meals, hotel, meetings, copies, etc., to be reimbursed at a rate equivalent to the State of Texas rate. Such travel, meals, hotels, meetings, copies, etc., expenses shall not exceed (\$5,000) payable against written invoice and documentation of expenses submitted by Consultant.

8. County and Consultant agree that Hidalgo County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the

other party.

9. Consultant agrees to provide insurance covering its activities in providing the service for County.

10. Except as otherwise herein provided, Consultant may not assign the obligations or rights under this contract to any person without the prior written consent of County.

11. Notice. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano St., 2nd Floor
 Edinburg, Texas 78539

If to Consultant: **P, R & S LLC**
 Attn: Sally Gavlik, Consultant
 13746 Eaglesnest Bay
 Corpus Christi, Texas 78418

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

12. Conflict with Applicable Law. Nothing in this Consultant shall be construed so as to require the commission of any contrary to law, and whenever this is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions

of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

13. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

14. 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 representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant and not otherwise.

15. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

18. Assignment. This Agreement shall not be assignable; provided, however, that Consultant may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant is not excused from and/or does not delegate its duties hereunder.

19. Headings. The headings and captions contained in this Contract are solely for

convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

20. Gender and Number. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

21. Authority to Execute. The execution and performance of this Contract by County and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant in accordance with its terms.

22. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

23. 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 the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant. County agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

24. Indemnity and Hold Harmless. Consultant agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant or the acts or omissions of Consultant employees, agents or other representatives, including the violation of any law or regulation related to Consultant's duties under this Agreement.

To the extent permitted by applicable law, County agrees to indemnify and hold Consultant harmless from any loss, costs, liabilities or damages which are incurred by Consultant which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

25. Immunities. Nothing in this Agreement 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.

EXECUTED and effective as of the ____ day and _____, 2017 first written above.

APPROVED BY COMMISSIONERS COURT: _____, 2017.

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

CONSULTANT: P, R & S, LLC

By: _____

Printed Name: Sally Gavlik

Title: President

Date: _____

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L. L. P.

By: _____
Stephen L. Crain

EXHIBIT "A"
"SCOPE OF SERVICES"

Hidalgo County, Texas

Parks and Recreation Master Plan

Texas Parks and Wildlife Department request all entities develop a Parks and Recreation Master Plan every ten (10) years with an update every five (5) years. The Hidalgo County Plan expired in 2012. Hidalgo County is required to complete a new master plan for parks.

P, R & S LLC (Contractor) proposes the following schedule to develop a new master plan for the Hidalgo County, Texas (Owner).

Time Line: Work to begin by August 1 and be completed by November 30, 2017.

Action Plan Responsibilities:

Contractor:

1. Develop an online survey by August 15 for the Owner to place on the website. Survey can be through Survey Monkey, if the Owner desires. Survey to be on website for one month.
2. County will be divided by Commissioner Precincts, for the survey and public meetings.
3. Contractor to provide outline of Master Plan to the Owner by August 15, 2017.
4. Contractor to provide park amenity chart to Owner by August 15, 2017. Chart is an example of what will be included in the master plan for each park.
5. Contractor to take 2 to 3 pictures for each park which will be included in the final plan.
6. Contractor to host one (1) meeting with Park Board. The will be to develop the top ten (10) priority listing.
7. Contractor to host four (4) focus groups or public meetings. One in each precinct. Contractor will have questionnaire for the groups, mirroring online survey.
8. Contractor to provide all historical data for the city, mapping, and narrative.
9. If Owner does not have pictures required for input into the plan, Contractor will take pictures.
10. Executive Summary will be provided to the Owner by October 1, 2017. Changes to be completed by Owner by October 15, 2017.
11. Contractor to submit Parks, Recreation and Open Space Master Plan online to Texas Parks and Wildlife by November 30, 2017.

Owner:

1. Provide sites for all focus or public meetings and Park Board meetings. If refreshments are to be served Owner provides.
2. Owner to have at least one staff person on site at the focus groups who can translate into Spanish, if necessary.
3. Owner can translate surveys for the focus groups into Spanish, if desired.
4. Owner to provide copies of focus group survey for the four (4) meetings. The number of copies required will be determine by the precinct based on previous community meetings held.

5. Owner to advertise the meetings with appropriate groups i.e. athletic organizations, environmental groups, concerned citizens, senior, through owner's website, etc.
6. Owner to place online survey on website and determine best method for evaluation of results. Owner can place this in both English and Spanish, if desired. All results to be developed into graphs for inclusion in the Master Plan. Survey Monkey will automatically outline the results and prepare graphs.
7. Owner to complete a park amenity chart for all parks. Form to be provided by Contractor. This chart will be included in the Master Plan. If the Owner cannot do this Contractor will complete.
8. Owner to review the Executive Summary by October 1, with recommended changes by October 15, 2017.
9. Owner to assign staff person to review entire plan as it is being developed to insure all information is correct.
10. Texas Parks and Wildlife does not have a copy of the Master Plan that expired in 2012. If the County has a copy of the plan contractor would like to have it to compare the accomplishments from the 2012 plan to the updated information and priorities in the 2017 – 2027 plan.

Fee for Services:

All services are to be provided for a fee, which will be paid in three (3) installments. In addition to the project fee, all travel, meals, hotel, meetings, copies, etc. to be reimbursed at a rate equivalent to the State of Texas rate. Should the contractor schedule more than one event with another city, all fees will be divided appropriately. First installment is due on September 1, 2017 after online survey has been initiated. Second fee is on October 15, 2017 when the changes requested by Owner to Executive Summary are submitted. The final payment is due at the time the plan is submitted to Texas Parks and Wildlife, November 30, 2017.

Fee includes five (5) meetings and related travel expenses for those meetings. Any additional meetings or focus groups will follow County travel guidelines and meet State of Texas reimbursements.

Billing will be done monthly noting those meetings, materials that are included in the base fee. Anything over the base fee will be noted with appropriate receipts attached. If the contractor is providing services to another entity while in the valley those costs will be divided and noted on the billing.

Owner to receive five (5) hard copies of the plan and a pin drive with the plan so copies can be made by owner.

Fee for the McAllen Parks, Recreation and Open Space Master Plan:	\$25, 000 + reimbursable
First payment due September 1, 2017	\$ 8,000
Second payment due October 15, 2017	\$ 8,000
Final payment November 30, 2017	\$ 9,000

Work Product Ownership:

Any work product that is a result of this Agreement to include but not limited to maps, products, information, park designs, or other information developed and/or produced by P, R & S, LLC in conjunction with this project will become the property of Hidalgo County.

Confidentiality:

P, R & S, LLC will not at any time or any manner, either directly or indirectly, use for their own personal benefit or will not disclose or communicate in any manner any information this is proprietary to Hidalgo County. P, R & S, LLC will protect all such information and trust as it is strictly confidential within the provisions of this Agreement until a year after the termination of the Agreement.

Amendment to Agreement:

This Agreement may be modified or amended in writing by mutual agreement of both parties.

In **WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the first date listed above. Sally Gavlik of P, R & S, LLC and Hidalgo County, effective as of the first date above.

Service Recipient: Hidalgo County, Texas

By: _____

Service Provider: P, R & S, LLC

By: _____

EXHIBIT "B"
FEE SCHEDULE

First payment due September 1, 2017 \$8,000

Second payment due October 15, 2017 \$8,000

Final payment November 30, 2017 \$9,000

EXHIBIT "C"
INSURANCE DOCUMENTATION

Zimbra**yolanda.velasquez@co.hidalgo.tx.us**

Re: TRAVEL POLICIES

From : Sally G <sallyg361@yahoo.com>

Mon, Jul 24, 2017 02:17 PM

Subject : Re: TRAVEL POLICIES**To :** Yolanda Velasquez

<yolanda.velasquez@co.hidalgo.tx.us>

Cc : Letty Chavez

<letty.chavez@auditor.co.hidalgo.tx.us> ,

Glinda Pacheco

<glinda.pacheco@co.hidalgo.tx.us> ,

monica badillo

<monica.badillo@co.hidalgo.tx.us> ,

Estanislado Ramos

<stan.ramos@co.hidalgo.tx.us> , Darlene

H. Betancourt

<darlene.betancourt@co.hidalgo.tx.us>

Reply To : Sally G <sallyg361@yahoo.com>

Yes I agree to HC County Travel Policies

Sally Gavlik

On Monday, July 24, 2017 2:15 PM, Yolanda Velasquez
<yolanda.velasquez@co.hidalgo.tx.us> wrote:

#yiv7136618207 body {min-height:100%;color:#000000;font-size:12pt;font-family:arial, helvetica, sans-serif;}HC Travel Policy Attached.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----

From: Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

To: Sally G <sallyg361@yahoo.com>

Cc: Letty Chavez <letty.chavez@auditor.co.hidalgo.tx.us>, Glinda