

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-18-046-01-30

THIS AGREEMENT is made on the 30th day of January , 2018 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 Consultant who agrees to exclusively assign its employee Sally Gavlik to perform the services to the County of Hidalgo that are more specifically set forth hereinafter; and

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

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

1. Consultant agrees to provide the County the services of Gavlik which are required by Hidalgo County in connection with researching, developing, drafting, and writing of “ **grant application**” for the **Hidalgo County Park and Recreation System** ” (the “Services”). Pursuant to Article 262.024 (a) (4) Texas Local Government Code, County is requesting that Consultant assist the County [in applying for grants for the](#) Parks and Recreation System.
2. 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
3. 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.

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.

9. Conflict with Applicable Law. Nothing in this Contract 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.

10. 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.

11. Entire Agreement. This Contract contains the entire Agreement 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.

12. Texas Law to Apply. This Contract 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.

13. 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.

14. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective, successors, and assigns where permitted by this Contract.

15. Assignment. This Contract 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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).

21. 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.

22. 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.

23. 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.

EXECUTED and effective as of the ____ day and _____, 2018 first written above.

APPROVED BY COMMISSIONERS COURT: _____, 2018.

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"

1. Contractor will seek and apply for grants for the Hidalgo County Park and Recreation System
2. Services will be in securing State of Texas and Foundation Grants
3. Fees will be based on individual grant applications

Sally Gavlik

13746 Eaglesnest Bay, Corpus Christi, Texas, 78418, 956-310-8386, sallyg361@yahoo.co

Education

BA, 1968, UNIVERSITY OF NEW MEXICO

Major – Recreation Management

Minor: NA

MA, 1997, BAYLOR UNIVERSITY

Major – Sports Management

Minor – Education

CERTIFICATION

Legal Assistant, 1993, Texas State University

Certified Parks and Recreation Professional, 1986, National Recreation and Park Association

Certified Public Manager, 1997, Texas State University

Experience

PRESIDENT, P, R & S, LLC. 2015 TO PRESENT

Develop master plans – Weslaco, Mission, Hidalgo County, and McAllen Texas

Develop grant applications – secured funding for Tres Lagos Planned Community Development and Weslaco Parks and Recreation Department.

DIRECTOR PARKS AND RECREATION, CITY OF McALLEN, TEXAS, 2009 – 2015

Management of park system for the city including staffing, programming and capital improvements. Completed Firemen's Park, Education Center at Quinta Mazatlan, developed the McAllen Marathon, assisted with the McAllen Holiday Parade. Secured Texas Parks and Wildlife Grants for Baseball Complex, and Motorcross Park.

DIRECTOR PARKS AND RECREATION, CITY OF CORPUS CHRISIT, TEXAS, 2004 -2009

Management of city park system including staffing, programming and capital improvements. Secured grant funding for the Nature Preserve (General Land Office and Texas Parks and Wildlife Department), developed Sister City program and other special events.

DIRECTOR PARKS AND RECREATION, COUNTY OF EL PASO, TEXAS, 1999 – 2004

Management of a County Park System including staffing, programming and capital projects. Texas Parks and Wildlife grant funding for: Ascarate Lake, small community parks; community nature outreach program. Secured Regional Park grant for Rio Grande River Trail. National Park Service, Rivers and Trails Grant for Rio Grande River Trail. Secured grants from the Texas Arts Commission, Presenter Status and performer grants.

Professional Affiliations

NATIONAL RECREATION AND PARK ASSOCIATION - National Recreation and Park Association – Academy Member, Board of Trustees, Southwest Regional Council Chair, Certification Committee Chair, Program Planning Committee

TEXAS RECREATION AND PARK SOCIETY – President, Fellow Award, Conference Planning Chair, Regional Director

EXHIBIT "B"
FEE SCHEDULE

P, R & S, LLC - FEES FOR GRANT WRITING SERVICES

- I. **Texas Parks and Wildlife Grants**
 - A. **Indoor - \$ 1 Million due October 1st – Fee \$10,000**
 - B. **Outdoor - \$1 Million due October 1st – Fee \$ 8,000**
 - C. **Trails - \$ 250,000 due February 1st – Fee \$ 3,000**
 - D. **Community Outreach due February 1st – Fee \$ 2,000**
 - E. **Motorized Trails - \$ 400,000 due February 1st – Fee \$ 4,000**
 - F. **Small Communities - \$ 75,000 due October 1st – Fee \$4,000 (uses the same application that the Outdoor grant so it is time consuming and difficult)**

- II. **Texas Department of Transportation depends on the grant.**

- III. **Foundation Grants**
 - A. **Knapp Foundation - \$ 2,000**
 - B. **Baptist Legacy Foundation - \$ 3500**
 - C. **Other foundation grants fee will depend on amount of grant and difficulty of application**

- IV. **Grants Through NRPA are dependent on size and difficulty range between \$ 1,000 and \$ 4,000.**

EXHIBIT "C"
INSURANCE DOCUMENTATION



CERTIFICATE OF LIABILITY INSURANCE

BHE
R045DATE (MM/DD/YYYY)
7/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
HIGGINBOTHAM INS AGENCY INC/PHS		PHONE (A/C, No, Ext): (888) 474-5987	FAX (A/C, No): (888) 443-6112
810215 P:(888) 474-5987 F:(888) 443-6112		E-MAIL ADDRESS:	
PO BOX 33015		INSURER(S) AFFORDING COVERAGE	
SAN ANTONIO TX 78265		INSURER A: Twin City Fire Ins Co	
INSURED		NAIC# 29459	
PR&S LLC		INSURER B:	
13746 EAGLESNEST BAY DR		INSURER C:	
CORPUS CHRISTI TX 78418		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			65 SBM IO8350	07/17/2017	07/17/2018	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liab	X					MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			65 SBM IO8350	07/17/2017	07/17/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/>					BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED: RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE- EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Dept.
2812 S HIGHWAY BUS 81
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE