

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT

C-18-244-11-06

THIS AGREEMENT is made on the **6th day of November, 2018** by and between **THE COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas (hereinafter “County”) and **Davila & Associates** to serve at the pleasure of the Hidalgo County Commissioner’s Court.

WITNESSETH:

WHEREAS, County desires to contract with **Davila & Associates** (Mario Davila or Antonia Davila), hereinafter referred to as “Contractor” to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner’s Court, pursuant to Article 262.024 Texas Local Government Code.

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

1. Contractor agrees to provide the County Translating/Interpretation Services for all Hidalgo County Commissioner’s Court (may include Hidalgo County Drainage District Board of Directors) meetings. Contractor may provide Secondary and/or Alternate Interpreters on an as needed basis, specified in Exhibit “B” attached hereto and incorporated by reference herein.

2. Contractor will report any problems or recommended changes in the implementation activities performed to the County of Hidalgo (with a copy to the Hidalgo County Drainage District).

3. The term of this Contract will be effective **20th day of November, 2018** and upon the execution of agreement by all parties and issuance of a Purchase Order (PO) to cover the Translation/Interpretation for Hidalgo County Commissioner’s Court (may include Hidalgo County

Copy to: **Valde Guerra, Commissioner's Court Executive Officer:
2818 S. Business Hwy 281
Edinburg, Texas 78539**

If to Consultant: **Davila & Associates, Inc.
4900 N. 23rd St.
McAllen, Texas 78504**

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

11. 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.

12. 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 Contractor and not otherwise.

13. 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.

14. 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.

15. 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.

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

17. 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.

18. 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.

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

20. 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. Contractor warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay any 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.

21. **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.

22. **Indemnity and Hold Harmless.** Contractors 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 Contractors or the acts or omissions of Contractors employees, agents or other representatives, including the violation of any law or regulation related to Contractors duties under this Agreement.

To the extent permitted by applicable law, County agrees to indemnify and hold Contractors harmless from any loss, costs, liabilities or damages which are incurred by Contractors 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 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 stated 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.

24. Nondiscrimination. Contractors, 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.

25. Appendix II to CFR 200-Contract Provisions. Pursuant to 2 CFR 200.236, 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. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

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

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

CONSULTANT:

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

APPROVED BY COMMISSIONERS COURT: _____

EXHIBIT “A”

“SCOPE OF SERVICES”

Interpretation services shall be provided at every Commissioner’s Court Meetings unless otherwise specified by Executive Office.

- Translator(s) must be able to adequately and clearly translate the material.
- Translator(s) should review the materials in advance to see if there are terms that might be unusual to consider the appropriate translation.
- Have the ability to translate from English to Spanish and vice-versa
- Have the ability to read, write and speak English and Spanish
- Have the ability to interpret face-to-face and telephone Services
- Have the ability to translate both verbally and in writing,
- Any additional equipment required by Hidalgo County must be provided by the interpreter(s).
- Primary, Secondary and an Alternate interpreters

EXHIBIT “B”

FEE SCHEDULE

Pricing Information	Time	Cost
Face-to-Face Interpretation Services: From English to Spanish/ Spanish to English	Minimum 2 hours	\$ 125.00/hour
Emergency Meetings	2 hours notification	\$ 125.00/ hour
Cancellations/Reschedule	Within 24 hours notification	No additional Charge
Document/Written Translation Services, if needed		Included
Devices: From 50 to 100 devices to be provided		Included

Interpreters	Name and contact #s
Primary Interpreter	Mario Davila or Antonia Davila
Secondary Interpreter	Robert Santos or Maria McLane
Alternate Interpreter	Ruben Galvan

EXHIBIT "C"
INSURANCE DOCUMENTATION

Affidavit & Indemnity Agreement

Date: _____

Affiant: _____

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

Affiant _____ states he is a sole proprietor doing business as _____ with Hidalgo County under **Contract #** dated _____. Affiant will provide services for **Hidalgo County** _____ under a Hidalgo County Purchase Order # _____ as approved on _____, 2018.

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation coverage required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant further agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

Printed Name of Affiant

SWORN AND SUBSCRIBED TO under oath before me on _____

Notary Public, State of Texas