

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



SERVICE CONTRACT

C-2020-088-02-26

THIS AGREEMENT is made on the 26th day of February, 2020 by and between **THE COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas (hereinafter “County”) and Mario M. Davila and/or Antonia Davila (Davila & Associates Inc. Inc.) to serve at the pleasure of the Hidalgo County Commissioner’s Court.

WITNESSETH:

WHEREAS, County desires to contract with **Mario M. Davila and/or Antonia Davila (Davila & Associates Inc.)**, 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 Interpreter(s) 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. This Contract will commence on January 01, 2020 for Hidalgo County Commissioner's Court (may include Hidalgo County Drainage District Board of Directors) meetings for a period thereafter Service will continue thru December 31, 2020 with the option to extend two (2) one year terms under the same terms and conditions. The Contract may be extended for additional sixty (60) day terms at the sole discretion of the County under the same rates, terms and conditions.

4. As a condition of this Contract, Contractor shall hold and maintain throughout the term of this Contract all license and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. As consideration for services described herein, County agrees to pay Contractor the sum of \$125.00 per hour for a minimum of 2 hours, as provided in Exhibit "B" (attached hereto).

6. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Contractor the amounts specified in Exhibit "B" attached hereto payable against written invoice in accordance with the Texas Prompt Payment Act, Tex.Gov.Code Ch. 2251.

7. Contractor agrees to provide insurance covering activities in providing the service for County and Services and naming County as an additional insured (with coverage in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. 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 (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 address set forth below, or at such other address as may have been theretofore specified by written notice delivered in accordance herewith.