

1. AI-83515 Requesting authority to advertise, and requesting approval of the procurement packet for "Pilot Program - Surveillance and Monitoring of Illegal Dumping - Hidalgo County" with authority to re-advertise. 

2. AI-83464 Requesting authority to exercise the final one-year extension under the same rates, terms and conditions with Davila & Associates, for Translation and Interpreters Services.

3. AI-83434 Requesting authority to exercise a one-year extension under the same rates, terms and conditions with Montalvo Insurance Agency, Inc for Excess Workers Compensation.

**F. HIDTA - Task Force:**

1. AI-83426 Requesting authorization for Surplus and removal of assets from HIDTA's inventory, declared "Salvage Property" on "Exhibit A" due to items deemed obsolete that it has no value for the purpose for which it was originally intended (software licenses have expired and /or not renewed - 5 ton A/C). Pursuant to TxLGC 263.151.1
2. AI-83428 Requesting the removal of assets from HIDTA's inventory list identified in Exhibit "A" attached herein and determined "unable to locate" as detailed in the supporting documentation.
3. AI-83420 Approval to declare assets as "surplus" (for the purpose of destruction) and removal from HIDTA's inventory - Bullet-Proof Vests as they cannot be recycled (with approval for said disposition through the HCSO).

**G. Budget & Management:**

1. AI-83510 Requesting approval of Payment Application No. 2 in the amount of \$61,978.99 for the "Hidalgo County Former Plains Capital Bldg. Reconfiguration" Project submitted by contractor, Noble Texas Builders, LLC and reviewed by the project engineer, Halff Associates, Inc.

**H. Facilities Management:**

1. AI-83538 Requesting approval of Payment Application No. 1 in the amount of \$247,370.48 for services rendered for the Pct.4 Justice Center as submitted by E-Con Group, LLC. and reviewed by project architect, ROFA Architects, Inc.
2. AI-83478 Acceptance and approval of Payment Application #4 submitted by Herrcon for services rendered for the Precinct 1 Administration Building Emergency Generator-JOC Contract # 581-19 in the amount of \$ 14,250.92.

**I. Sheriff's Office:**

1. AI-83559 Requesting Commissioners Court's approval, pursuant to Article 3, Section 52(a) of the Texas Constitution, Section (i), for the Hidalgo County Sheriff's Office to purchase items through requisition# 443944 to decorate a float that fits the theme and brings awareness for



2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
www.co.hidalgo.tx.us/purchasing

November 18, 2021

Davila & Associates  
Bidder's name  
Attn: Mrs. Davila  
4132 N. 23<sup>rd</sup> St.  
Address  
Mcallen, TX 78504  
City, State, Zip Code

email: [info@translateservices.com](mailto:info@translateservices.com)

TERM: January 01, 2022 – December 31, 2022

**Re: HB Form 1295 Required/Renewal/Extension Notice  
Contract/Renewal# C-20-088-02-26 -Hidalgo County – "Translation and Interpreters Services"**

Dear Mrs. Davila,

Be advised, that in order to proceed with the County's option to extend its **Last – One year options, under the same rates, terms and conditions as provided in the current contract** with **Davila & Associates**, for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In box 3 of **Form 1295**, provide **Reference No. E-21-498** Once completed and filed, "*unsworn declaration*" Form 1295 must be printed, signed and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on November 30, 2021**, the signed notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed **by no later than Wednesday, November 24, 2021 or sooner if possible**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your "**Updated Certificate of Insurance**" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: [Jorge.Garza1@co.hidalgo.tx.us](mailto:Jorge.Garza1@co.hidalgo.tx.us) by no later than date reflected above.

By: 

Date: 11-19-21

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

*Martha L. Salazar*

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/jag  
Enclosures



**CERTIFICATE OF INSURANCE**

**NOTICE:** This insurance provides professional liability (E&O) insurance coverage and contains claims-made and reported coverage. Except as may be otherwise provided herein, the coverage provided by the Policy is limited to Claims that are first made against the Insured and reported to the Company while the insurance is in force or applicable Extended Reporting Period. Please note that this certificate is a summary of coverage and does not amend, extend, or alter the coverage afforded by the insurance policy, and coverage is subject to all of the terms, conditions and exclusions of the policy. In the instance of any conflict, the insurance language contained in the policy will prevail and control.

**NAMED INSURED:**  
DAVILA & ASSOCIATES, INC.  
CO ELADIO M DAVILA  
4132 N 23RD STREET  
MCALLEN, TX 78504

**PRODUCER:**  
JASON ROGERS CA LICENSE #: 0K64122  
  
8430 ENTERPRISE CIRCLE, STE 200  
LAKEWOOD RANCH, FL 34202

**COMPANY AFFORDING COVERAGE:** SCOTTSDALE INSURANCE CO.

**COVERAGE:** THIS IS TO CERTIFY THAT THE INSURED LISTED ABOVE IS COVERED UNDER THE POLICY OF INSURANCE LISTED BELOW, FOR THE CERTIFICATE PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.


Policy Number	Certificate Period		Limits of Liability: Each Claim	Limits of Liability: Aggregate
FNS0005331-TX-03-04	6/1/2021	6/1/2022	\$1,000,000	\$1,000,000

COVERAGE:	RETENTION AMOUNT: Each Claim
Life, Accident, Health, Disability, LTC, Medicare products	\$0
Fixed Annuities	\$0
Indexed Annuities	\$5,000
Variable Products & Mutual Funds	\$5,000
Personal Lines P&C	\$5,000
Commercial Lines P&C	not purchased
Expanded P&C	not purchased
Flood Insurance	\$25,000 (\$100k/\$100k /1M Coverage Sublimit Applies)

**NOTICE OF CLAIMS:**  
Scottsdale Insurance Co. c/o Prosurance Group, Inc.  
2685 Marine Way, Suite 1408  
Mountain View, CA 94043

**SPECIAL PROVISIONS:**

*Named Insured's Endorsements attached at Certificate Inception:*

DATE: 11/19/2021 BY   
Authorized Representative

This policy provides coverage for the Insured Agency; and any owner, partner, executive, officer, director, stockholder, producer, or employee of the Insured Agency, solely while acting within the scope of the person's duties as such.

Defense costs reduce the Limits of Liability and are subject to the Retention. A Policy Aggregate of \$10,000,000 applies under the Master Policy.

Please note: Scottsdale Insurance Company, the company affording coverage, is a non-admitted carrier and includes a 5% surplus lines tax and fee.

Please visit [www.napa-benefits.org/eo](http://www.napa-benefits.org/eo) to download a complete copy of the policy for your records.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2021-825680

Date Filed:  
11/19/2021

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Davila & Associates, Inc.  
McAllen, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

County of Hidalgo

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

E-21-498  
Translation and Interpretation Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


**6 UNSWORN DECLARATION**

My name is Antonia Davila, and my date of birth is 11/04/1952.

My address is 4132 N 23st, McAllen, TX, 78504, Hidalgo.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas on the 19 day of November, 2021.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 Translation and Interpretation Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

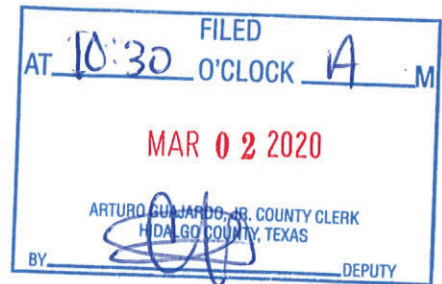
My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

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.

**W I T N E S S E T H:**

**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.

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

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

If to Consultant:       **Mario M. Davila/Antonia Davila (Davila & Associates Inc.).  
4900 N. 23<sup>rd</sup> 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.** Contractor 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 Contractor or the acts or omissions of Contractor's employees, agents or other representatives, including the violation of any law or regulation related to Contractor's duties under this Agreement.

To the extent permitted by applicable law, County agrees to indemnify and hold Contractor harmless from any loss, costs, liabilities or damages which are incurred by Contractor 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. Contractor, 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 \_\_\_\_\_, 2020 first written above.

COUNTY OF HIDALGO, TEXAS

By: Richard F. Cortez  
Richard F. Cortez, County Judge

COMMISSIONERS COURT  
ATTEST:  
  
Arturo Guajardo, Jr., County Clerk  
HIDALGO COUNTY, TEXAS

APPROVED BY  
COMMISSIONERS' COURT  
ON: 2/26/20 

CONTRACTOR:

By: Antonia Davila  
Printed Name: Antonia Davila  
Date: 02/19/2020

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

By: Victor M. Garza  
Victor M. Garza, Assistant District Attorney

APPROVED BY COMMISSIONERS COURT: 2/26/20

**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 do sight translations.

Translator(s) should review the material 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 via telephone

Have the ability to translate and interpret

Simultaneous interpreting equipment as agreed on Exhibit B

Primary, Secondary and an Alternate interpreters

## EXHIBIT "B"

### FEE SCHEDULE

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

<b>Interpreters</b>	<b>Name and contact #s</b>
Primary Interpreter	Mario M. Davila or Antonia Davila
Secondary Interpreter	Ruben Galvan
Alternate Interpreter	Ubaldo Cuellar

**EXHIBIT "C"**  
**INSURANCE DOCUMENTATION**