

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-25-0090-05-13

THIS AGREEMENT is made on the 13th day of May 2025 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 identification of and request for supplemental funding for low income housing projects (the “Service”). Pursuant to Article 262.024 Texas Local Government Code, County is requesting that Gavlik assist the County in developing Parks and Recreation Infrastructure Plan to present to Texas Parks and Wildlife Department (TPWD).

2. Gavlik will provide a monthly activity report 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 Exhibit "B-Fee Schedule", which is attached to and made a part of this Contract.

5. The term of this Contract shall be for a period of one (1) year, commencing on May 13, 2025 and expiring on May 12, 2026, unless sooner terminated. This Contract may be extended for an additional sixty (60) days if it is 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 Gavlik 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 [REDACTED] 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 [REDACTED] 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 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., 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 there 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, administrator, 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 as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON May 13, 2025.

Agenda Item No. 99273

Executive Office: _____

VENDOR:
P, R & S, LLC

COUNTY:
COUNTY OF HIDALGO

Sally Gavlik, President

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Michelle Lopez, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)

SCOPE OF SERVICES PARKS AND RECREATION INFRASTRUCTURE AND PROGRAM FUNDS

Project Scope

The goal of this Consultant, PR&S LLC (Consultant) is to assist the County of Hidalgo (County), with the following:

- Develop grants and/or other documents to secure funding for capital improvements for Boys and Girls Club.
- Develop grants and/or other documents to secure funding for program funds for Boys and Girls Club.
- Develop grants and/or other documents to secure funding for parks and recreation projects in Hidalgo County.

Primary Consultant Tasks and/or Deliverables

- Research and develop list of potential grants for park and recreation projects.
- Determine the “point of contact” for each potential grant.
- Determine grant submittal timelines for each recommended application
- Submittal and follow-up of required documentation.
- Determine accountability agency – county or city.

The County acknowledges and understands, Consultant cannot proceed and comply with deadlines without timely receipt of proper information, documentation, and/or consultation from the County. Consultant will put all such request in writing and prepare timelines. Consultant will need to be assigned a County point of contact to whom Consultant shall report and address questions/obstacles that may arise during the performance of this Agreement.

EXHIBIT “A”

SCOPE OF SERVICES

1. Contractor to prepare a list of items needed for TPWD grant, depending on grant application applied.
2. Contractor to prepare final list of potential sponsors and required documents for funding from each sponsor by August 2025.
3. Contractor to prepare documents associated with requested grant application for TPWD requested by Hidalgo County.
4. Hidalgo County to provide a point of contact for TPWD grant applications.
5. Contractor to submit TPWD grant applications in August and February.
6. Contractor to submit grant or foundation grant applications as per dates noted for each agency.

EXHIBIT “B”

FEE SCHEDULE


1. TPWD Indoor Grant
 2. TPWD Outdoor Grant
 3. TPWD Trail Grant
 4. Park Foundation Grants
 5. Park Meeting Cost
-  depending on complexity
(on site with sponsor prior to grant application)

EXHIBIT "C"
INSURANCE DOCUMENTATION