

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-258-07-21

THIS CONTRACT is made and entered into this **21st** Day of July, **2015** by and between the COUNTY OF HIDALGO, TEXAS, by and through Hidalgo County Precinct 2, hereinafter referred to as the "**County**", and Pharr Literacy Project dba Rio Grande Valley Literacy Center, hereinafter referred to as the "**Company**".

WHEREAS, Company agrees to provide professional educational services to employees of Hidalgo County Precinct 2, as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a fee schedule to provide such services, attached hereto as Exhibit "B" ("Fee Schedule"); and

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County Precinct 2. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services,

and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year **effective July 21, 2015** and ending on **July 20, 2016**.

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

5. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

6. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and 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.

7. Company shall provide a sufficient number of personnel available to safely and efficiently provide the Services.

8. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

16. 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 Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this _____ day of _____, 2015.

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 1/21/15

Pharr Literacy Project dba Rio Grande Valley Literacy Center

By: Rocio P. Mata

Printed Name: Rocio P. Mata

Title: Executive Director

APPROVED AS TO FORM:

By: Arturo Guajardo Jr.

EXHIBIT "A"
SERVICES

EXHIBIT A SERVICES

The VENDOR agrees to provide Workplace Literacy Classes to employees of Hidalgo County Precinct #2-Employees. **Workplace Literacy Classes offered by VENDOR include:**

- ESL-English as a Second Language
(Intro, Level 1, Level 2, Level 3, Level 4, Level 5)
- Pre-GED
- GED Instruction
- GED Tutoring
- Basic Adult Education

The VENDOR will assess employees to identify their basic educational needs and come up with a plan of action which will include recommended classes and priority of classes.

EXHIBIT "B"
FEE SCHEDULE

RGV Literacy Center-Hidalgo County Precinct #2
2015 Workplace ESL Class Fee Structure-Detailed

Service	Hours	Hourly Rate	Number of Participants	Number of Class Groups	Number of Class Weeks	Comments	Total Costs
Initial Employee Assessments	1	\$25	30	N/A	N/A	Based on # of Participants	\$750.00
Data Analysis/ Education Assessment Report	4	\$25	N/A	N/A	N/A	One-time fee	\$100
Post Employee Assessments	1	\$25	30	N/A	N/A	One-time fee	\$750.00
Job Profiles/Customized Curriculum	8	\$50	N/A	N/A	N/A	One-time fee	\$400
Classroom Instruction	4	\$20	N/A	3	12		\$2,880.00
Weekly Class Preparation/ Lesson Planning	2	\$20	N/A	3	12		\$1,440.00
Final Reporting	4	\$25	N/A	N/A	N/A	One-time fee	\$100
Total Cost							\$6,420.00

This Class Fee Schedule is for Workplace ESL Classes. This is for one class to be offered 3 times during the 2015-2016 academic year. Total cost for classes is \$6,420. This amount is for a total of 30 employees. Amount is to be billed in two payments. Initial payment of 50% is due upfront prior to beginning classes. 2nd payment due at the end of the year upon final reporting.

EXHIBIT "C"
INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2015

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 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 Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Christopher Graham, CIC	CONTACT NAME: Erika Alanis PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: ealanis@swkins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: HARTFORD INSURANCE CO.</td> <td>29424</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: HARTFORD INSURANCE CO.	29424	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:														
INSURED Pharr Literacy Project dba Rio Grande Valley Literacy Center P. O. Box 1752 Pharr, TX 78577														

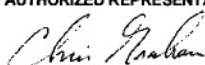
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			65SBATQ1168	02/23/2015	02/23/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							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)

The RGV Literacy Center Workplace Literacy Program provides literacy, numeracy & the English language programs adaptive to the workplace & needed by employees in order to increase productivity & effectively carry out their roles in the workplace. Literacy encompasses not only reading and writing, but also listening, speaking, problem solving & critical thinking skills.

CERTIFICATE HOLDER HIDCOED Hidalgo County 2812 S. Bus Hwy 281 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 
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**AUTO CLUB COUNTY MUTUAL
INSURANCE COMPANY**
1-800-924-6141
Texas Liability Insurance Card

Name and Address of Insured

WEBB, YONA
2105 S CYNTHIA ST APT B311
MC ALLEN TX 78503

Policy Number TPA 026602930

Eff. Date 04-14-2015

Exp. Date 04-14-2016

Vehicles Described on Policy

Year Make Model
2008 CHEV HHR LS

Identification Number
3GND1A13D885580838

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicles Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

**IF YOU HAVE AN ACCIDENT
CALL OUR 24/7 AAA ACCIDENT ASSIST HOTLINE**
1-800-67-CLAIM (1-800-672-5246)

After an accident, follow these 5 easy steps:

- Step 1:** Get the names and addresses of all persons involved in the accident, e.g., pedestrians, witnesses, other passengers, etc.
 - Step 2:** Get the driver's license number and insurance information of the driver(s) of the other vehicle(s)
 - Step 3:** Write down the vehicle(s) license plate, including state of registration
 - Step 4:** Call our AAA Accident Assist Hotline at 1-800-67-CLAIM (1-800-672-5246) to report the accident and, if necessary, have your vehicle towed to the repair shop or location of your preference
 - Step 5:** Safely wait for the tow truck. Our independent service providers' tow trucks typically display the AAA emblem
- Do not admit responsibility for or discuss the circumstances of the accident with anyone other than the police or an authorized AAA claims representative. Do not disclose your policy limit to anyone. Coverage subject to policy terms and limits.*
- Drivers Named on Policy
WEBB, YONA

6. **AI-50307** A. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(4) a professional service;

APPROVED

B. Requesting approval to enter into a service contract with Pharr Literacy Project, dba, Rio Grande Valley Literacy Center, Inc. to provide [to at least 30] Hidalgo County Precinct No. 2 Employees "Workplace Literacy Classes" in an amount not to exceed \$6,420.00.

E. Pct. 4

1. **AI-50439** Acceptance and approval of Change Order No. 8 for additional 19 days due to rain days and dry out days for the months of June and early July, Contract No. C-14-067-06-03 with JCon Construction, LLC as reviewed/approved by project architect of record, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of the Linn-San Manuel Emergency Services Facilities" with authority for County Judge, or Court Member to execute document.
2. **AI-50532** Acceptance and approval of "**Amendment**" to Professional Services Agreement#**C-14-278-07-29** with **George Jaime Salazar II** d/b/a **APPRAISAL HAUS** (deleting first sentence of **paragraph 3 in its entirety and substituted in lieu thereof to extend the "term" of the agreement to reflect for a period of two (2) years, commencing, July 29, 2014, expiring, July 28,2016**) for the purposes of "**Appraisal Services**" for: (job specific project): "**Sale of Properties**" withing **Hidalgo County Precinct No. 4.**

F. Constables

1. **AI-50423** Constable Pct. #3:
Requesting approval to purchase through the County's membership/participation with Houston Galveston Area Council (H-GAC) awarded vendor, Caldwell Country Chevrolet (Contract #VE11-13) in the total amount of \$32,293.25 which includes delivery and a one time administration fee through-Project #15-245-OGG.
2. **AI-50426** Constable Pct #3 is requesting authorization and approval to purchase One (1) New 2015 Tahoe LS to **Cowboy Chevrolet/Buick/GMC/Cadillac in Silisbee, TX 77656** - lowest amount quoted of **\$37,464.00** which includes delivery but not limited to any other appurtenances-Project #15-252-OGG.
3. **AI-50425** Constable Pct #3 is requesting authorization and approval to purchase **Two (2) New or Newer 2015 Chevrolet 1500 4x4 Crewcabs** through the County's membership/participation with TASB-Buyboard's awarded vendor, Country Caldwell Chevrolet/Ford [Contract #430-13] in the amount of **\$61,610.00** which includes delivery and a one time Buyboard fee of \$400.00 through-Project #15-227-OGG.

G. WIC

2015 JUL 29 PM 3 46
 HIDALGO COUNTY
 CLERK OF COURTS
 DISTRICT NO. 2



AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
July 21, 2015
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a **SPECIAL MEETING** of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Prayer**
4. **Approval of Consent Agenda**
5. **Open Forum**
6. **County Judge's Office:**
 - A. **AI-50501** Resolution in honor of Miss Texas USA 2015 Ylianna Guerra
7. **District Attorney's Office:**
 - A. **AI-50553** DA - US Department of Justice Funds (1256)
Appropriation of funds in the amount of \$30,000.00 to fund the purchase of uniforms and equipment for law enforcement personnel.
8. **Constables:**
 - A. **AI-50368** Constable Pct. 3 - (1257)
Approval of 2015 appropriation of funds from the US Treasury (Equitable Sharing Fund 1257) for Constable Pct. 3 in the amount of \$10,000.92.
9. **Sheriff's Office:**
 - A. **AI-50402** Operation Stonegarden (1284):
 1. Authorization to de-obligate remaining amounts in eleven (11) of the participating agencies and transferring of amounts to the 2013 Operation Stonegarden Sheriff's Office grant budget.
 - a. PCT. 1--\$1,570.44

C. Pct. 1

1. **AI-50321** Authority to purchase [in-stock item] one [1] 2013 JD, Model 310K Backhoe [1750 Hrs.], Stock or Serial #247724 through Hidalgo County's membership/participation [qualifying under Buyboard Contract #424-13 as it has never been retailed] from awarded coop vendor, Doggett John Deere in the amount of \$55,277.00.
2. **AI-50454** Authority to advertise with approval of RFB plans and specifications developed by project engineer, LeFevre Engineering & Management Consulting, LLC, for: Hidalgo County Precinct No. 1 -"Paving & Drainage Improvements to: Spanish Palms Subdivision"-RFB No. 2015-256-08-12-MSS, including the re-advertising of projects in the event no Bid responses are received and/or are rejected and project is still required.
3. **AI-50278** Requesting approval of a professional architectural "on call" services agreement with **RIKE OGDEN FIGUEROA ALEX ARCHITECTS, INC.** for the purposes of Repairs/Renovations/Remodeling, Additions/Alterations and/or Building Review/Assessment Related Services on a "per project basis" for County owned Buildings/Structures located within Hidalgo County Precinct One through the forms of an AIA Agreement and as selected for negotiations through County's protocol under the "POOL" of Architects.

D. Pct. 2

1. **AI-50449** Requesting approval of Supplemental Agreement No. 1 with L&G Consulting Engineers, Contract# C-15-046-03-03 reflecting the project's title change **from Pct 2 Regional Hike & Bike Project to Pct 2 Regional Linear Park Project [from San Antonio Ave. to 2nd Street]**.
2. **AI-50494** Requesting acceptance and approval of Work Authorization No. 3 (with an estimated cost of \$25,414.14) as submitted by L&G Engineering, Contract No. C-15-046-03-03, to provide title policies and commitments for the 37 parcels identified in Phase I of the Pct 2 Regional Linear Park Project.
3. **AI-50502** Acceptance and approval of Work Authorization No. 4 (with an estimated cost of \$17,276.11) as submitted by L&G Engineering, Contract No. C-15-125-04-14, to provide geotechnical field, laboratory, and engineering analysis of Hidalgo County Pct 2 Eldora Rd Project.
4. **AI-50504**
 - A. Pursuant to Texas Local Government Code 262.027(c), notice was provided vendor RDH Site & Concrete [with low base bid figure] to appear at Hidalgo County Commissioners Court and to present evidence concerning the low bidder's responsibility in connection with Precinct #2's Sioux Road Improvements Project [from I Road 3,500 ft. East to Raul Longoria Road] Bid #2015-209-06-24-MSS;
 - B. Pursuant to Texas Local Government Code 262.027 (a)(1), recommendation by Raul Sesin, PE, HCDD#1 to award base bid to Texas Cordia Construction, the responsible bidder that submitted the lowest and best bid
5. **AI-50524** Requesting approval of Supplemental Agreement No. 5 with R. Gutierrez Engineering Corporation, Contract C-07-358-09-04 resulting in an estimated cost increase of \$23,496.00 for services under Work Authorization No. 12 for the South Fork Drainage Project.