

THE STATE OF TEXAS       §  
  §  
COUNTY OF HIDALGO       §

**CONTRACT FOR CONSULTING SERVICES**  
**C-18-046-01-30**

THIS AGREEMENT is made on the 30th day of January, 2018 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 Consultant who agrees to exclusively assign its employee Sally Gavlik to perform the services to the County of Hidalgo that are more specifically set forth hereinafter; and

**WHEREAS**, Gavlik is the sole member and employee of Consultant;

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

1. Consultant agrees to provide the County the services of Gavlik which are required by Hidalgo County in connection with researching, developing, drafting, and writing of "**grant application for the Hidalgo County Park and Recreation System**" (the "Services"). Pursuant to Article 262.024 (a) (4) Texas Local Government Code, County is requesting that Consultant assist the County in applying for grants for the Parks and Recreation System.

2. 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

3. As consideration for services of Consultant described herein, County agrees to pay Consultant the fees as outlined in Attachment "B-Proposal Page", which is attached to and made a part of this Contract.

3. The term of this Contract is for three (3) years and will be effective upon approval of award and end January 29, 2021. The County shall have the sole option to extend this Contract for one (1) additional year term. County will also reserve the right to continue this Contract for an additional sixty (60) day Grace Period at the end of any term under the same rates terms and conditions.

4. 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 Gavlick 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.

5. County and Consultant agree that 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.

6. Consultant agrees to provide insurance covering its activities in providing the Services for County.

7. 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.

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 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 addressed 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**

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.

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. 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.

11. Entire Agreement. This Contract contains the entire Agreement 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.

12. Texas Law to Apply. This Contract 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.

13. 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.

14. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective, successors, and assigns where permitted by this Contract.

15. Assignment. This Contract 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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).

21. 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.

22. 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.

23. Immunities. Nothing in this Contract 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 and effective as of the \_\_\_\_ day and \_\_\_\_\_, 2018 first written above.

APPROVED BY COMMISSIONERS COURT: Jan. 30, 2018.

COUNTY OF HIDALGO, TEXAS

By: Ramon Garcia  
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.  
Arturo Guajardo, Jr., County Clerk



APPROVED BY  
COMMISSIONERS' COURT  
ON: 1/30/18

CONSULTANT: P, R & S, LLC

By: \_\_\_\_\_

Printed Name: Sally Gavlik

Title: President

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
ATLAS, HALL & RODRIGUEZ, L. L. P.

By: Stephen L. Grain  
Stephen L. Grain

**EXHIBIT "A"**  
**"SCOPE OF SERVICES"**

1. Contractor will seek and apply for grants for the Hidalgo County Park and Recreation System
2. Services will be in securing State of Texas and Foundation Grants
3. Fees will be based on individual grant applications

# Sally Gavlik

13746 Eaglesnest Bay, Corpus Christi, Texas, 78418, 956-310-8386, [sallyg361@yahoo.co](mailto:sallyg361@yahoo.co)

## Education

### **BA, 1968, UNIVERSITY OF NEW MEXICO**

Major – Recreation Management

Minor: NA

### **MA, 1997, BAYLOR UNIVERSITY**

Major – Sports Management

Minor – Education

### **CERTIFICATION**

Legal Assistant, 1993, Texas State University

Certified Parks and Recreation Professional, 1986, National Recreation and Park Association

Certified Public Manager, 1997, Texas State University

## Experience

### **PRESIDENT, P, R & S, LLC. 2015 TO PRESENT**

Develop master plans – Weslaco, Mission, Hidalgo County, and McAllen Texas

Develop grant applications – secured funding for Tres Lagos Planned Community Development and Weslaco Parks and Recreation Department.

### **DIRECTOR PARKS AND RECREATION, CITY OF McALLEN, TEXAS, 2009 – 2015**

Management of park system for the city including staffing, programming and capital improvements. Completed Firemen's Park, Education Center at Quinta Mazatlan, developed the McAllen Marathon, assisted with the McAllen Holiday Parade. Secured Texas Parks and Wildlife Grants for Baseball Complex, and Motorcross Park.

### **DIRECTOR PARKS AND RECREATION, CITY OF CORPUS CHRISIT, TEXAS, 2004 -2009**

Management of city park system including staffing, programming and capital improvements. Secured grant funding for the Nature Preserve (General Land Office and Texas Parks and Wildlife Department), developed Sister City program and other special events.

### **DIRECTOR PARKS AND RECREATION, COUNTY OF EL PASO, TEXAS, 1999 – 2004**

Management of a County Park System including staffing, programming and capital projects. Texas Parks and Wildlife grant funding for: Ascarate Lake, small community parks; community nature outreach program. Secured Regional Park grant for Rio Grande River Trail. National Park Service, Rivers and Trails Grant for Rio Grande River Trail. Secured grants from the Texas Arts Commission, Presenter Status and performer grants.

## Professional Affiliations

**NATIONAL RECREATION AND PARK ASSOCIATION** - National Recreation and Park Association – Academy Member, Board of Trustees, Southwest Regional Council Chair, Certification Committee Chair, Program Planning Committee

**TEXAS RECREATION AND PARK SOCIETY** – President, Fellow Award, Conference Planning Chair, Regional Director

EXHIBIT "B"  
FEE SCHEDULE

**P, R & S, LLC - FEES FOR GRANT WRITING SERVICES**

- I. Texas Parks and Wildlife Grants
  - A. Indoor - \$ 1 Million due October 1<sup>st</sup> – Fee \$10,000
  - B. Outdoor - \$1 Million due October 1<sup>st</sup> – Fee \$ 8,000
  - C. Trails - \$ 250,000 due February 1<sup>st</sup> – Fee \$ 3,000
  - D. Community Outreach due February 1<sup>st</sup> – Fee \$ 2,000
  - E. Motorized Trails - \$ 400,000 due February 1<sup>st</sup> – Fee \$ 4,000
  - F. Small Communities - \$ 75,000 due October 1<sup>st</sup> – Fee \$4,000 (uses the same application that the Outdoor grant so it is time consuming and difficult)
  
- II. Texas Department of Transportation depends on the grant.
  
- III. Foundation Grants
  - A. Knapp Foundation - \$ 2,000
  - B. Baptist Legacy Foundation - \$ 3500
  - C. Other foundation grants fee will depend on amount of grant and difficulty of application
  
- IV. Grants Through NRPA are dependent on size and difficulty range between \$ 1,000 and \$ 4,000.

**EXHIBIT "C"**  
INSURANCE DOCUMENTATION



# 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:  
 2018-307262

Date Filed:  
 01/29/2018

Date Acknowledged:  
 01/29/2018

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 P. R & S, LLC  
 Corpus Christi, 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.**  
 C-18-046-01-30  
 Consulting for Parks and Recreation 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)

**Affidavit & Indemnity Agreement**

Date: January 29, 2018

Affiant: P. R & S, LLC

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

Affiant Sally Gavlik states she is the Manager of P. R & S, LLC (Vendor) who has or will enter into a contract with Hidalgo County under Contract C-18-046-01-30 dated January 30, 2018. Vendor will provide services for Hidalgo County under a H. C. Purchase Order # \_\_\_\_\_ which will be approved upon receipt by the Hidalgo County Purchasing Department.

Affiant further states P R & S, LLC has less than 5 employees and does not anticipate employing any additional employees during the term of this contract. In the event Vendor does employ any additional employees during the contract, Vendor shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure of Vendor to do so will result in cancellation of such contract and any purchase orders relating thereto.

Affiant and Vendor agree 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 Vendor.

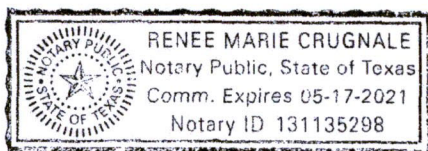
Further Affiant sa~~y~~eth not.

*Sally Gavlik*

Printed Name of Affiant: Sally Gavlik, Manager of P. R & S, LLC

SWORN AND SUBSCRIBED TO under oath before me on January 29, 2018

*Renee Marie Crugna*  
Notary Public, State of Texas



**AI-63496**

**Purchasing Department 17. A. 1.**

**CC - REGULAR**

**Hidalgo County**

**Meeting Date:** 01/30/2018

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**Information**

**CAPTION**

A. Requesting exemption from competitive bidding requirements, under Tx LGC Chapter 262.024 (a) (4), a personal service;

B. Acceptance of the proposed scope of services and fee schedule from Sally Gavlik, dba, P/R & S, LLC with authority to enter into a personal services contract and subject to compliance with Form 1295 if and when applicable.

**BACKGROUND**

Legal counsel is reviewing agreement for comment as to legal form. Atlas Hall Rodriguez

**Fiscal Impact**

**CALENDAR YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding will be identified and announced if not in place by CC meeting as per Exec. Ofc.

**Attachments**

agreement

affidavit

1295

legal

**Form Review**

**Inbox**

**Reviewed By**

**Date**

Final Approval

Monica Salinas

01/26/2018 05:31 PM

Form Started By: Yolanda Velasquez

Started On: 01/26/2018 11:42 AM

Final Approval Date: 01/26/2018