



THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AGREEMENT FOR CONSULTING SERVICES
C-22-0721-12-13

THIS AGREEMENT is made on the 13th day of December by and between **THE COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas (hereinafter “County”), and **GEORGE RIVERA** (“Consultant”) to serve at the pleasure of the Hidalgo County Judge.

W I T N E S S E T H:

WHEREAS, County desires to contract with Consultant to perform the services necessary to the County of Hidalgo that are more specifically set forth hereinafter;

WHEREAS, Consultant has agreed to provide services enumerated hereinafter to County.

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

1. Consultant agrees to provide the County with ongoing, as needed, **Consulting Services Related to County Planning and Economic Development Issues** (hereinafter “Service”) as offered by Consultant. Pursuant to Article 262.024 “The Professional Service Procurement Act”, Texas Local Government Code, the County has requested a proposal from the consultant to assist the County in providing said Services. The Services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Agreement.

2. Consultant will report any problems or recommended changes in the performance of the Services to the County.

3. For and in consideration of the Services to be rendered by the Consultant, as identified in Exhibit “A”, attached hereto, County agrees to pay Consultant the rate indicated in the attached Exhibit “B” “Fee Schedule” for each month of Service(s) performed hereto however, in no event should the fees for Consultant exceed the rate indicated on Exhibit “B” “Fee Schedule” for any calendar month. Payments to the Consultant for and in consideration of terms by Consultant, County agrees to pay the retainer fee

indicated in the attached Exhibit “B” “Fee Schedule.” Services shall be payable against a written invoice submitted by Consultant on or before the 30th day following receipt of the invoice.

4. Consultant must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant represents and maintains that s/he is an independent Consultant and is not an employee of County or any agency thereof, and represents and warrants that s/he does not desire or request any fringe benefits provided to employees to County. Consultant agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The County may terminate this Agreement without cause upon thirty (30) days written notice at any time for any reason or no reason at all. In the event this Agreement is terminated without cause by County, but not otherwise any unpaid fees or compensation owing to Consultant at the time of termination under this Agreement will be due and payable to Consultant within thirty (30) days following the time of termination of the Agreement.

6. Consultant may not assign the obligations or rights under this Agreement to any person without the prior written consent of the County.

7. Consultant agrees to comply with the Title VI of the Civil Rights Act of 1964, as amended.

8. The term of this Contract shall be in force and effect for a period of one (1) year, commencing on **January 1, 2023**, and expiring on **December 31, 2023**, unless sooner terminated.

9. Notice. Except as may be otherwise specifically provided in this Agreement, 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**

**County Judge
100 E. Cano St., 2nd Floor
Edinburg, Texas 78539**

CC: **Valde Guerra
County Executive Officer
505 S. McColl Rd.
Edinburg, Texas 78539**

If to Consultant: **George Rivera
1609 Bobby Jones Dr.
Palm Valley, Texas 78552**

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.

10. Conflict with Applicable Law. Nothing in this Consultant agreement 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.

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 Consultant 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, administrator, legal representatives, successors, and assigns where permitted by this Contract.

16. 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 any 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 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.

20. Ethical Provision. It is understood that the employees of the County or individuals acting as agents for the 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.

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 the County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant. County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of the County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

22. 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.

23. **Representation and Warranties.** Consultant represents and warrants to County all representations and warranties made by Consultant are true and correct as of the date hereof. In the event any representation or warranty of Consultant hereunder is or becomes incorrect or untrue, Consultant agrees to promptly notify County thereof, in which event County may, in its sole discretion elect to terminate this Agreement, for cause, in the manner herein provided. Consultant acknowledges and agrees that County has

relied and continues to rely upon the representations and warranties of Consultant as herein contained as a material inducement to County to enter into the Agreement.

24. Insurance. Consultant shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

- (1) **Workers Compensation**, if applicable, endorsed with a waiver or subrogation in favor of the County in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers Compensation Law ("Statutory Texas")
- (1) **Commercial General Liability**, endorsed with the County as an additional insured with limits of liability not less than one million dollars (\$1,000,000.00) combined single limit, each occurrence and in the aggregate for bodily injury and property damage.
- (3) **Texas Business Automobile Policy**, if applicable, endorsed with the County as an additional insured and endorsed with a waiver of subrogation in favor of the County in limits of liability not less than two hundred fifty thousand dollars (\$250,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence for bodily injury, and one hundred thousand dollars (\$100,000.00) each occurrence for property damage.

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.

26. Nondiscrimination. Consultant, 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. Contractor agrees to

comply with the provisions and requirements of Title VI of the Civil Rights Act of 1964, and assurances therein, which are incorporated herein and made a part of this agreement for all purposes.

27. Required Contract Provision for Contracts Subject to Federal Award (if applicable). If applicable, Consultant agrees to abide by provisions of Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards and required Federal Emergency Management Agency (FEMA) contract clauses which are incorporated herein and made part of this agreement for all purposes.

28. Confidentiality. Contractor, including, without limitation, its employees and agents, shall not disclose privileged or confidential communications or information acquired in the course of the performance of services under this Contract, unless authorized by law. Contractor agrees to safeguard and adhere to all confidentiality, privacy and security requirements according to this Contract and the applicable federal, State and local rules and regulations for all information deemed confidential. Release of information is subject to the provisions of the Texas Public Information Act (PIA).

29. Amendments. Any amendments to this Agreement will be effective only if in writing and signed by the County and Contractor.

30. Additional Documents. The Parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON December 13, 2022

Agenda Item No. 88785

Executive Office: MM

VENDOR:
George Rivera

COUNTY:
COUNTY OF HIDALGO

George R Rivera
George R Rivera (Dec 19, 2022 16:29 CST)
George Rivera, Consultant

Richard F Cortez
Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

ATTEST:



Josephine Ramirez-Solis
Josephine Ramirez-Solis (Jan 3, 2023 08:12 CST)
Josephine Ramirez Solis, Assistant District Attorney

Arturo Guajardo Jr
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)



APPENDIX A

SCOPE OF WORK

EXHIBIT “A” “SCOPE OF SERVICES”

Provide consulting services to the County of Hidalgo, Texas related to Poverty and Economic Development issues. For purposes of this agreement the Consultant will provide the following services as listed below:

- a. Provide general consulting services to the County related to economic development and poverty, as often as reasonably necessary based on a minimum of one hundred twenty five (125) consulting hours per month.
- b. Plan, coordinate, and attend meetings, workshops and trainings with officials, key and representatives of the County for the purposes of providing general consulting services via acceptable platforms.
- c. Provide applicable consulting services, training and/or guidance to the County or designated partners, including but not limited to the following:
 - a. Poverty
 - b. Poverty Mitigation
 - c. Federal Grants
 - d. Economic Development
 - e. Education



APPENDIX B

FEE SCHEDULE

**EXHIBIT “B”
FEE SCHEDULE**

Description	Fixed Measurable Unit Cost	Unit
Retainer fee	\$5,000.00	One-time payment, upon execution of agreement
For consulting services based on a minimum of one hundred twenty five (125) consulting hours per month, as provided in Exhibit “A” Scope of Work.	\$5,000.00	Monthly



Appendix C

INSURANCE REQUIREMENTS



2812 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

Date:

Affiant:

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

Affiant George Rivera states he is a sole proprietor doing business as A CONTRACTOR with Hidalgo County. Affiant will provide services for Hidalgo County under the Hidalgo County Purchase Order which will be approved upon receipt by the Hidalgo County Purchasing Department.

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Further Affiant sayeth not.

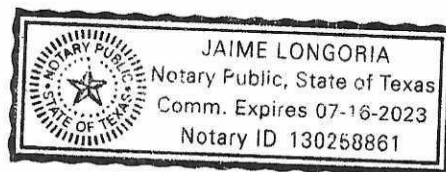
A handwritten signature in blue ink, appearing to read "George R. Rivera".

Printed Name of Affiant:

George R. Rivera

SWORN AND SUBSCRIBED to under oath before me on

JAIME LONGORIA
Notary Public, State of Texas





George Rivera <georgerrivera@gmail.com>

Auto Insurance Confirmation

1 message

USAA <USAA.Customer.Service@mailcenter.usaa.com>
Reply-To: USAA <USAA.Customer.Service@mailcenter.usaa.com>
To: georgerrivera@gmail.com

Mon, Dec 12, 2022 at 9:35 AM

To ensure delivery to your inbox, please add USAA.Customer.Service@mailcenter.usaa.com to your address book.



Auto Insurance Confirmation

Please use this as confirmation of auto insurance; however, this doesn't take the place of an insurance identification card.

Registered owner: GEORGE R RIVERA

Address: [1609 BOBBY JONES DR](#)
[PALM VALLEY TX 78552](#)

Policy number: GIC 037311113 7101

Policy effective date: September 19, 2022

Policy expiration date: March 19, 2023

Vehicle: 2013 JEEP WGR 4X4 SPT

VIN: 1C4AJWAGXDL688111

Bodily injury liability limit: \$100,000

each person /

\$300,000 each accident

Property damage liability limit: \$100,000 each accident

Comprehensive deductible: \$500


Collision deductible: \$500


Meets Texas minimum statutory liability requirements

This confirmation of coverage neither affirmatively nor negatively amends, extends or alters the coverage given by the policy issued by USAA General Indemnity Company.

How to Contact Us

Thank you for choosing us for your auto insurance needs. If you have any questions, please contact us using one of the following options:

 **Phone:** 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722

 **Fax:** 800-531-8877

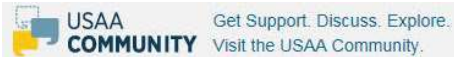
Thank you,

USAA General Indemnity Company



Go Digital

Review and edit your online document preferences at usaa.com.



Please do not reply to this e-mail.
To contact USAA, visit our secure [contact page](#).

Privacy Promise

USAA General Indemnity Company, [9800 Fredericksburg Road, San Antonio, Texas 78288](#)



93127-0111

For **Roadside Assistance**: 800-531-8555

Report a claim, get coverage and deductible information, request a tow from the accident scene, schedule an appraisal or reserve a rental car using:

- usaa.com,
- USAA's Mobile App, or
- By calling **210-531-USAA (8722)**, our mobile phone shortcut number #8722 or 800-531-USAA.

Automobile Insurance Identification Card

This identification card is evidence of liability insurance for your vehicle. The card is valid only as long as liability insurance remains in force.

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident or upon a law enforcement officer's request.

Keep a copy of the ID card in your vehicle at all times.

For your convenience, additional copies are available on usaa.com.

FTX1 Rev. 6-13

50817-0513_01

12/12/22

TEXAS LIABILITY INSURANCE CARD

Name and Address of Insured

GEORGE R RIVERA
1609 BOBBY JONES DR
PALM VALLEY TX 78552-8957

GEORGE R RIVERA
SYLVIA SWEARENGIN

Insurance Company
USAA GENERAL INDEMNITY COMPANY

Policy Number	Effective Date	Expiration Date
03731 11 13G 7101 7	09/19/22	03/19/23

Vehicle Make/Model/Vehicle Identification Number	Year
JEEP WGR 4X4 SPT 1C4AJWAGXDL688111	2013

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle 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.

b a c k

Texas Liability Insurance Card

Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

Additional copies available at usaa.com.

CONTACT US: 210-531-USAA(8722)
OR 800-531-USAA

APPROVED

CC Agenda 12/13/2022

1. **AI-88785** A. Requesting exemption from competitive bidding requirement, under TxLGC 262.024 (a)(4), personal services;
B. Acceptance and approval of personal service agreement and fee schedule between Hidalgo County (Judges Office) and George Rivera for services related to County Planning and Economic Development Issues. (Audio Reference 01h: 18m: 18s)
- Public participant Fern McClaugherty came before the Court to express her concern with the service agreement presented in the agenda item. Executive Officer, Valde Guerra, ensured Mrs. McClaugherty that the agreement is written to meet all required standards.
- The Court proceeded with a vote of approval on Agenda item 22. C. 1. A. and 22. C. 1. B.
- On motion by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on agenda item 22. C. 1. A. and 22. C. 1. B.
- Vote:** 4 - 0 - Unanimously.
- Attachments:**
Form 1295 and acknowledgement contract
Legal Review











C-22-0727-12-13 George Rivera Consulting Contract

Final Audit Report

















2023-01-03

Created:	2022-12-19
By:	Alexandra Vela (alexandra.vela@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_07rP2oQS-ygINE-bn84qyJler64kVBf

"C-22-0727-12-13 George Rivera Consulting Contract" History

-  Document created by Alexandra Vela (alexandra.vela@co.hidalgo.tx.us)
2022-12-19 - 9:11:46 PM GMT
-  Document emailed to georgerrivera@gmail.com for signature
2022-12-19 - 9:16:00 PM GMT
-  Email viewed by georgerrivera@gmail.com
2022-12-19 - 9:20:49 PM GMT
-  Signer georgerrivera@gmail.com entered name at signing as George R Rivera
2022-12-19 - 10:29:36 PM GMT
-  Document e-signed by George R Rivera (georgerrivera@gmail.com)
Signature Date: 2022-12-19 - 10:29:38 PM GMT - Time Source: server
-  Document emailed to margaret.mungia@co.hidalgo.tx.us for approval
2022-12-19 - 10:29:40 PM GMT
-  Email viewed by margaret.mungia@co.hidalgo.tx.us
2022-12-19 - 10:49:24 PM GMT
-  Signer margaret.mungia@co.hidalgo.tx.us entered name at signing as Margaret Mungia
2022-12-19 - 10:49:51 PM GMT
-  Document approved by Margaret Mungia (margaret.mungia@co.hidalgo.tx.us)
Approval Date: 2022-12-19 - 10:49:53 PM GMT - Time Source: server
-  Document emailed to josephine.ramirez@da.co.hidalgo.tx.us for signature
2022-12-19 - 10:49:55 PM GMT




-  Alexandra Vela (alexandra.vela@co.hidalgo.tx.us) added alternate signer robert.vina@da.co.hidalgo.tx.us. The original signer josephine.ramirez@da.co.hidalgo.tx.us can still sign.
2022-12-22 - 9:47:34 PM GMT
-  Document emailed to robert.vina@da.co.hidalgo.tx.us for signature
2022-12-22 - 9:47:34 PM GMT
-  Email viewed by robert.vina@da.co.hidalgo.tx.us
2022-12-22 - 9:58:48 PM GMT
-  Signer josephine.ramirez@da.co.hidalgo.tx.us entered name at signing as Josephine Ramirez-Solis
2023-01-03 - 2:12:12 PM GMT
-  Document e-signed by Josephine Ramirez-Solis (josephine.ramirez@da.co.hidalgo.tx.us)
Signature Date: 2023-01-03 - 2:12:14 PM GMT - Time Source: server
-  Document emailed to countyjudge@co.hidalgo.tx.us for signature
2023-01-03 - 2:12:16 PM GMT
-  Email viewed by countyjudge@co.hidalgo.tx.us
2023-01-03 - 3:43:17 PM GMT
-  Signer countyjudge@co.hidalgo.tx.us entered name at signing as Richard F Cortez
2023-01-03 - 5:31:00 PM GMT
-  Document e-signed by Richard F Cortez (countyjudge@co.hidalgo.tx.us)
Signature Date: 2023-01-03 - 5:31:02 PM GMT - Time Source: server
-  Document emailed to Karina Esparza (karina.esparza@co.hidalgo.tx.us) for approval
2023-01-03 - 5:31:05 PM GMT
-  Email viewed by Karina Esparza (karina.esparza@co.hidalgo.tx.us)
2023-01-03 - 5:31:10 PM GMT
-  Document approved by Karina Esparza (karina.esparza@co.hidalgo.tx.us)
Approval Date: 2023-01-03 - 5:42:17 PM GMT - Time Source: server
-  Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature
2023-01-03 - 5:42:19 PM GMT
-  Email viewed by arturo.guajardo@co.hidalgo.tx.us
2023-01-03 - 8:11:52 PM GMT
-  Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.
2023-01-03 - 8:12:43 PM GMT
-  Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)
Signature Date: 2023-01-03 - 8:12:45 PM GMT - Time Source: server



 Document emailed to Karina Esparza (karina.esparza@co.hidalgo.tx.us) for approval

2023-01-03 - 8:12:47 PM GMT

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2023-01-03 - 8:12:53 PM GMT

 Document approved by Karina Esparza (karina.esparza@co.hidalgo.tx.us)

Approval Date: 2023-01-03 - 8:28:51 PM GMT - Time Source: server

 Agreement completed.

2023-01-03 - 8:28:51 PM GMT

