
THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-09-233-07-21

THIS AGREEMENT is made on the 21st day of July, 2009 by and between “Hollis Rutledge & Associates, Inc.”, Mission, HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter “County”) and Hollis Rutledge & Associates, Inc. (Hidalgo County, Texas) (hereinafter “Consultant”) to serve at the pleasure of the Hidalgo County Commissioner’s Court.

WITNESSETH:

WHEREAS, County desires to contract with a consultant to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant(s) has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner’s Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter,

County and Consultant(s) agree as follows:

1. ~~Consultant(s) agrees to provide the County the consulting services~~

required by Hidalgo County in connection with the “Professional Consultant To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources” (“Plan”) pursuant to Article 262.024 “The Professional Service Procurement Act”, Texas Local Government Code, the County requested proposals from professional consultants to assist the County in providing consulting services to the Plan. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Contract.

2. Consultant(s) will report any problems or recommended changes in the Implementation of “Professional Consultant To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other” to Hidalgo County.

3. As consideration for services of Consultant(s) described herein, County agrees to pay Consultant(s) the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Consultant(s) must comply with all applicable County policies.

Notwithstanding the foregoing sentence, Consultant(s) represents and maintains that he is an independent Consultant(s) and is not an employee of

~~County or any agency thereof, and represents and warrants that he does not~~

desire or request any fringe benefits provided to employees of County.

Consultant(s) agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (3) written notice prior to cancellation.

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

7. Consultant(s) agrees to comply with the Title VI of the Civil Rights Act of 1964. The term of this Contract will be effective as of August 1, 2009 with an initial period of one (1) year, with County's option to renew for one (1) additional year, under the same rates, terms and conditions.

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: County of Hidalgo, Texas
 Attn: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Consultant(s): Hollis Rutledge & Associates, Inc.
 414 N. Mayberry St.
 Mission, Texas 78572

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 Consultant(s) 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 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(s) and not otherwise.

12. 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.

13. Additional Documents. The parties hereto covenant and agree that the 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 heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

15. Assignment. This Agreement shall not be assignable; provided, however, that Consultant(s) may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant(s) 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(s) 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(s) 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(s) warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant(s) 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(s). 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(s) 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(s) or the acts or omissions of Consultant(s) employees, agents or other representatives, including the violation of any law or regulation related to Consultant(s)'s duties under this Agreement.

~~To the extent permitted by applicable law, County agrees to indemnify~~

and hold Consultant(s) harmless from any loss, costs, liabilities or damages which are incurred by Consultant(s) 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.

22. Representation and Warranties. Consultant(s) represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. Consultant(s) additionally represents and warrants that has not, and will not in the future, receive any compensation (whether in the form of cash, credit, commissions, gifts, tangible property or otherwise) in connection with the award by County of a contract for employee health benefits, other than compensation to Consultant(s) pursuant to this Contract. In the event any representation or warranty of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify County

~~thereof, in which event County may, in its sole discretion, elect to termination~~

this Contract, for cause, in the manner herein provided. Consultant(s) acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant(s) as herein contained as a material inducement to County to enter into the Contract.

EXECUTED and effective as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON _____, 2009.

APPROVED AS TO FORM:

Atlas & Hall, LLP

By: _____

Steve L. Crain

COUNTY OF HIDALGO, TEXAS

By: _____

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Consultant:

By: _____

Printed Name: _____

Title: _____

Date: _____

APPENDIX "A"

"Professional Consultant To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other"

Firm is to provide the services and perform the tasks of grant writing as requested under the Pool-RFQ-Professional Consulting Services To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources as follows as available and permitted for the "Sheriff's Office" including but not limited to, the following projects (as approved by CC on 05/26/09) (see Exhibit "A"-Requirements Of Project/Scope Of Services);

- a. Construction of a Second Substation;
- b. New Communication System;
- c. Implementation of Fixed & Remote Surveillance System For Hidalgo County;
- d. Others as developed by Sheriff's Office

Firm has proposed the following pursuant to the project;

At a rate of \$100.00 per hours and to be paid s a monthly retainer of \$3,000.00, estimating thirty (30) hours per month in services. Hours worked will be reported and hours not used in a month by the Sheriff's Office will accrue to the following months.

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR
PROPOSAL/QUALIFICATIONS

**"POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND
ASSISTANCE THROUGH FEDERAL AND STATE AGENCIES, PRIVATE
SECTOR(S) AND OTHER SOURCES"**
(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

RFP/Q NO: 2008-103-05-21-VYG

Hidalgo County is requesting for sealed proposals with qualifications from qualified **"Consultant(s) in order to establish a "Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Sources"** on an **"As Needed Basis"**. Hidalgo County Purchasing Department will receive sealed proposals with qualifications for the provision and establishment of a **"Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Sources"** as specified herein. Sealed proposals with qualifications will be accepted until 9:30 A.M., **Wednesday, May 21, 2008. ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP/Q NO: 2008-103.-05-21-VYG

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request For Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that "Request For Proposal/Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, May 14, 2007 at 5:00 P.M. at (956) 292-7612, and/or **BY EMAIL AT:** ~~evangelina.garcia@co.hidalgo.tx.us~~ . Responses will be sent to all applicants via facsimile by Friday, May 16, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any

vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP/Q must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

~~Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.~~

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal/Qualification (RFP/Q) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering RFP/Q, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS/QUALIFICATIONS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:

It is intended that the term of the contract will be for an initial period of one (1) year, with County's option to renew for one (1) additional one year term, under the same rates, terms and conditions.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFP REQUIREMENTS

REQUEST FOR PROPOSAL/QUALIFICATION:

The required contents and limitations for the preparation of the RFP/Q are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP/Q. A total of **one (1) original and seven (7) copies** of the RFP/Q shall be submitted to the address on the cover letter.

CONTENTS:

The required contents for the RFP/Q are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with competent, qualified "**Consultant(s)**", in order to establish a "Pool", that has had experience in, but not limited to, the following areas:

- Prefer a minimum of five (5) years responsible experience in business/government;
- Prefer a minimum of three (3) years recent experience in grant and/or technical writing;
- Must have experience relevant to Federal And State Agencies, Private Sector(s), and Other Sources For Funding;
- Must have staffing adequate to devote and assign proper personnel to perform and render all the services requested
- Overall understanding of the "Project" as detailed in scope of work/services
- Excellent financial-related background and interpersonal skills
- Effective communication skills, both verbal and written
- Excellent organizational and analytical skills
- Ability to manage multiple priorities
- Ability to formulate recommendations
- Ability to compile and analyze financial data

FOR ADDITIONAL SPECIFICATIONS AND REQUIREMENTS-PLEASE REFER TO "SCOPE OF SERVICES" SECTION.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

SCOPE OF SERVICES:

Hidalgo County is requesting proposals with qualifications from experienced, qualified consultants in order to establish a "**Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Sources**" to provide consulting services required. The "**Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Sources**" contract will encompass all project-related services to the County of Hidalgo including, but not limited to, the following:

APPENDIX "B"

CONSULTANT FEE



HOLLIS RUTLEDGE AND ASSOCIATES INC.

Business Management • Marketing Consultants • Real Estate • Governmental Affairs

HOLLIS V. RUTLEDGE, JR.
President

414 N. Mayberry St.
Mission, TX 78572
Phone 956-583-0002
Fax 956-583-0500

May 20, 2008

Vangie Y. Garcia, Contract's Manager
For: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: Professional Consulting Services to Seek Funding
And Assistance through Federal, State, Private Sector(s) and Other
Sources for Hidalgo County Sheriff's Office

Dear Ms. Garcia:

Thank you very much for the opportunity to meet to negotiate submittal of a "best and final offer for discussion and consideration". Prior to proceeding with presentation of our firm's "best and final offer for discussion and consideration", we would respectfully like to clarify some of the discussions at the negotiation meeting. In your memorandum dated June 3, 2009, you state that:

"A \$3,000.00 Retainer Fee based on the minimum of twenty (20) hours not to exceed thirty (30) hours per month at the hourly rate of \$150.00 per hour (as submitted in the RFQ for the pool) was proposed by you. A possible percentage amount per funding per project was also discussed and was concluded as per your response that not all funding sources are applicable. If this is not a consideration, please provide as to why it is not in the best interest of the County to proceed in the direction."

During negotiations we proposed that to facilitate payment for the County, a monthly retainer of \$3,000 would be proposed estimating the firm would work an average of 20 hours a month at the \$150.00 per hour submitted in the original proposal. The firm, however, would propose to work up to 30 hours per month for the retainer fee of \$3,000.00 which averages out to \$100.00 per hour which is lower than the amount proposed in the original proposal to the County. Any hours worked over that retainer base hours of 30 hours would be charged at \$150.00 per hour. A discussion based on a question by your Office followed about what would happen if a grant allowed the County to be reimbursed for grant-writing expenses. We were questioned as to whether we would want the grant writing reimbursement in addition to our monthly retainer. We indicated that for grants that allowed for grant-writing to be reimbursed we would report the specific hours for the grant and the County would retain the funds as part of their budget for

June 5, 2009

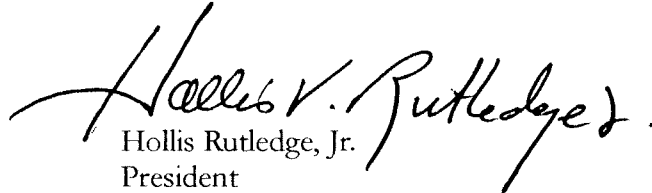
~~payment of the HRA Inc. monthly retainer. There was never a discussion during negotiations or in your procurement requirements of reimbursement of the firm's services as a percentage of a grant.~~

Our firm is proposing to provide the services and perform the tasks – grant-writing services-requested under the Professional Consulting Services To Seek Funding And Assistance through Federal, State, Private Sector(s) And Other Sources For Hidalgo County Sheriff's Office at a rate of \$100.00 per hour and to be paid as a monthly retainer of \$3,000.00, estimating 30 hours per month in services. Hours worked will be reported and hours not used in a month by the Sheriff's Department will accrue to the following months. The firm will seek funding and assistance through Federal, State, Private Sector(s) and Other Sources as available and permitted for the Sheriff's Office including but not limited to the following projects:

1. Construction of a Second Substation
2. New Communication System
3. Implementation of Fixed & Remote Surveillance System for Hidalgo County
4. Others as developed by Sheriff's Office

We look forward to working together for the benefit of the County of Hidalgo. I would like to thank you for your consideration of our firm and look forward to a successful working relationship. If you have any questions, please call me at 583-0002 (office) or 956-497-9979 (cell).

Sincerely,



Hollis Rutledge, Jr.
President
Hollis Rutledge and Associates, Inc.

