

HIDALGO COUNTY
Professional Consulting Services
Contract # C-11-117-08-02

WORK AUTHORIZATION No.2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, "**GODINEZ COMMUNICATIONS,**" professional consultant of McAllen, Texas , hereinafter called "**Consultant.**"

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **CONSULTANT** to provide professional consulting services as it pertains to the following:

Provide planning, organization, facilitation, communications and reporting services and support for the Hidalgo County Judge Ramon Garcia's Office and any other County departments or groups related to the County's indigent defense and jail overcrowding.

The scope of services to be provided by the **CONSULTANT** is identified in **EXHIBIT "B"- Scope of Services to be Provided by the Consultant** attached hereto. The project work schedule is identified in **EXHIBIT "C" – Project Work Schedule** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$ 36,815. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as **EXHIBIT "C" – Project Work Schedule and EXHIBIT "D" - Consultant Cost/Rates** attached hereto.

PART 3. PAYMENT

Compensation and payment to the **CONSULTANT** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization NO.1 shall be funded through funding source:

Account No. 2012-1100-415-00-115-002-0-311
Requisition Number 210585

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Judge Ramon Garcia as to content and detail of this Work Authorization No. 2.

HIDALGO COUNTY JUDGE's Office


BY: 
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 12/29/11 RO

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on as indicated below and effective as of 12/29/11 day of , 2011.

**THE CONSULTANT:
GODINEZ COMMUNICATIONS**

BY: 
Brian Godinez

**THE OWNER:
HIDALGO COUNTY**

BY: 
Ramon Garcia, County Judge

ATTEST:
BY: 
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 12/29/11 RO

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Services to be Provided by the Owner
- ATTACHMENT "B" - Scope of Services to be Provided by the Consultant
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Consultant Cost/Rates
- ATTACHMENT "E" - Insurance Requirements Provided by the Consultant

ATTACHMENT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the CONSULTANT the following:

- (1) Authorization to the CONSULTANT to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the CONSULTANT and accepted by the OWNER in accordance with Section 6 of the Agreement.
- (3) Assistance to the CONSULTANT, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the CONSULTANT cannot easily obtain.
- (4) Provide any available relevant data the OWNER may have on file concerning the project.
- (5) Provide timely review and decisions in response to the CONSULTANT'S request for information and/or required submittals and deliverables, in order for the CONSULTANT to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the CONSULTANT.
- (7) Assist the CONSULTANT in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings
 - (a) Approve agenda and all exhibits prior to public meeting.
 - (b) Approve date and location of the meeting.
 - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the CONSULTANT and more particularly identified in Attachment "B" of the

ATTACHMENT "B"

Scope of Services to be Provided by the Consultant

The project will consist of working closely (daily, weekly and/or monthly) with the Hidalgo County Judge's Office and County Officials/Representatives for Hidalgo County, and provide planning, organization, facilitation, presentation, communications and reporting professional consulting services to focus on issues, strategies and solutions related to indigent defense and jail overcrowding, including:

- Discover and evaluate the current issues, conditions, impact and plans for addressing the County's indigent defense and jail overcrowding;
- Assist, plan, prepare, organize, facilitate, communicate and/or coordinate meetings, workshops, work sessions, briefings, presentations, materials and/or reports on a weekly, monthly and/or quarterly basis for the Hidalgo County Judge's Office and County Officials/Representatives for Hidalgo County related to indigent defense and jail overcrowding (or as requested by County Commissioner's Court);
- Coordinate with the County to jointly develop plans, strategies and actions for indigent defense and jail overcrowding;
- If needed, submit a proposed plan, schedule and tasks required to implement any recommended strategies that may develop;
- Assist the Hidalgo County Judge's Office and County Officials/Representatives with developing appropriate action addressing indigent defense and jail overcrowding;
- Cooperate and coordinate fully with the County Commissioners' Court, as well as with the professional and administrative staffs of the County;
- Report and consult to the County Judge's Office and County Commissioners' Court as often as reasonably necessary;
- Prepare a Work Authorization document, which will include a description of the work to be performed, including a description of the tasks, and work schedule, and an estimated cost proposal as authorized by the County.

Agreement.

(9) Review and approve the Project design criteria.

(10) Review and approve change as required and prepared by the CONSULTANT.

ATTACHMENT C								
PROJECT WORK SCHEDULE - Indigent Defense and Jail Overcrowding - Consulting Services & Costs								
Consulting Elements, Hours & Fees	JAN '12	FEB '12	MAR '12	APR '12	MAY '12	JUN '12	JUL '12	2012
PRINCIPAL IN CHARGE HOURS								TOTALS
Organization hours	12	8	8	8	8	8	8	60
Meeting Facilitation hours	6	6	6	6	6	6	6	42
Communications hours	5	5	5	5	5	5	5	35
Meeting Presentation, Materials & Reports	6	6	6	6	6	6	6	42
Principal-in-charge TTL Hours	29	25	25	25	25	25	25	179
Principal-in-charge Fees (@ \$135/hr)	\$ 3,915	\$ 3,375	\$ 3,375	\$ 3,375	\$ 3,375	\$ 3,375	\$ 3,375	\$ 24,165
ADDITIONAL CONSULTING SUPPORT HOURS								TOTALS
Graphic Design TTL Hours (@ \$65/hr)	4	4	4	4	4	4	4	28
Copy Writing TTL Hours (@ \$ 55/hr)	8	4	4	4	4	4	4	32
Admin Support TTL Hours (@ \$ 45/hr)	10	6	6	6	6	6	6	46
Additional Consulting Support TTL Hours	22	14	14	14	14	14	14	106
Additional Consulting Support TTL Fees	\$ 1,150	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 5,650
TOTAL CONSULTING COSTS	\$ 5,065	\$ 4,125	\$ 4,125	\$ 4,125	\$ 4,125	\$ 4,125	\$ 4,125	\$ 29,815

PROJECT EXPENSES *								TOTALS
Meeting Location Logistics Expense	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$ 1,400
Meeting Presentation, Materials & Reports Printing Expense	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$ 2,100
Meeting Expenses (lunch and beverages)	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$ 3,500
TOTAL PROJECT EXPENSES	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 7,000
TOTAL PROJECT COSTS with EXPENSES	\$ 6,065	\$ 5,125	\$ 5,125	\$ 5,125	\$ 5,125	\$ 5,125	\$ 5,125	\$ 36,815

* Billed at cost plus markup with supporting documentation and in accordance with Hidalgo County's Travel, Fuel, Meal, Mileage Policies

ATTACHMENT "D"
 Consultant Cost/Rates

For and in consideration of the **Services** attached to this Agreement and to be rendered by the **Consultant**, the **Owner** shall pay the **Consultant** the **fee** as defined in this Agreement, and as more particularly identified as follows:

Description - All Inclusive		Hourly Fees
Principal-in-Charge		\$135
Graphic Design		\$65
Copy Writing		\$55
Administrative Support		\$45
Material Rates		
Item	Unit Rate	
Mileage (outside of Hidalgo County)	IRS Allowable Rate	
Sub-consultant Fees	Billable Hourly Rate + 10%	
Reimbursement expenses (e.g. travel out of area, printing)	At cost plus 10% (pre-approved by the County)	

ATTACHMENT "E"

Insurance Requirements Provided by the Consultant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2011

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 Alamo Insurance Group 3201 Cherry Ridge Drive Suite D405 San Antonio TX 78230		CONTACT NAME: Liz Cruz PHONE (A/C, No, Ext): (210) 930-6665 FAX (A/C, No): (210) 930-1838 E-MAIL ADDRESS: lcruz@alamoinsgrp.com	
INSURED Brian Godinez d/b/a Godinez Communications 300 S. 8th Street McAllen TX 78501		INSURER(S) AFFORDING COVERAGE INSURER A: Progressive Casualty Ins Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 11/12 Auto 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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			08255095-0	9/22/2011	9/22/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Hidalgo County is an additional insured on the Auto policy.

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County
 Attn: Purchasing Department
 2812 S. Highway Bus. 281
 Edingburg, TX 78539

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

John McMahan/LIZ



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/19/2011

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 Alamo Insurance Group 3201 Cherry Ridge Drive Suite D405 San Antonio TX 78230	CONTACT NAME: Emily Rodriguez PHONE (A/C, No, Ext): (210) 930-6665 E-MAIL ADDRESS: Erodriquez@alamoinsgrp.com	FAX (A/C, No): (210) 930-1838
	INSURER(S) AFFORDING COVERAGE	
INSURED Godinez Communications 300 S. 8th Street McAllen TX 78501	INSURER A: The United States Liability Ins	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2011/2012E&OMASTER **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED 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"/> EXCESS LIAB OCCUR <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) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			SP1022568	8/18/2011	8/18/2012	\$1,000,000/\$1,000,000 Limit \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificateholder is hereby named as additional insured on professional liability as their interest may appear.

CERTIFICATE HOLDER

Hidalgo County
Attn: Evangelina Garcia
100 E. Cano
2nd Floor
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

John McMahan/EMILY

ACORD 25 (2010/05)

INS025 (201005).01

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Affidavit Agreement

Date: May 24, 2011

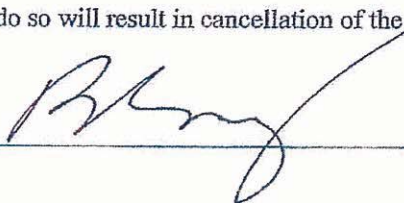
Affiant: Brian Godinez d.b.a. Godinez Communications

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

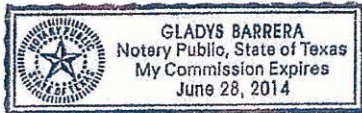
Affiant Brian Godinez states he is a sole proprietor doing business as Godinez Communications with Hidalgo County under RFP # 2011-117 dated May 18, 2011. Affiant will provide services for Hidalgo County under a Hidalgo County RFP /Q Description: Professional Consultant Services to Assist, Assess, Review and Facilitate the County's Revenue and Expenditure Efficiencies, 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.



Printed Name of Affiant: Brian Godinez



SWORN AND SUBSCRIBED TO under oath before me on May 25, 2011

Gladys Barrera

Notary Public, State of Texas

APPROVED

AI-30289

24. A. 6.

CC REGULAR

Meeting Date: 12/29/2011

Submitted For: Martha Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the following work authorizations through Contract #C-11-117-08-02 with Brian Godinez in connection to the "Professional Consulting Services To Assist, Assess, Review, And Facilitate The County's Revenue And Expenditure Efficiencies" as follow:

- ✓ a. WA#2-Provide planning, organization, facilitation, communications and reporting and support services for the County's Indigent Defense And Jail Overcrowding, in the amount of \$36,815.00.
- b. WA#3-Provide communications and public engagement strategies and services to Hidalgo County Precinct No. 4, to assist raising the awareness and education of County and Precinct 4 Services and Programs for the Community, in the amount of \$34,965.00.

BACKGROUND

WA #2 & WA #3 - C-11-117-08-02 with Brian Godinez

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

DBM WILL IDENTIFY FUNDING WITHIN THIS AGENDA MEETING. ALSO, REQUISITION#S WILL BE PROVIDED ONCE FUNDING HAS BEEN IDENTIFIED BY DBM.

Attachments

- WA#2-Brian Godinez-C-11-117-08-02
- WA#3-Brian Godinez-C-11-117-08-02
- Contract #C-11-117-08-02-Brian Godinez

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/22/2011 04:47 PM
Auditor's Office	Angela Garcia	12/22/2011 05:38 PM
Form Started By: Vangie Garcia		Started On: 12/21/2011 09:14 AM
	Final Approval Date: 12/22/2011	