

THE STATE OF TEXAS       §  
                                          §  
COUNTY OF HIDALGO       §

**AGREEMENT FOR CONSULTING SERVICES**

**C-18-xxx-xx-xx**

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_, 2018 by and between **THE COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and **Karina Cardoza DBA/ Absolute Business Consulting Group** ("Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

**WITNESSETH:**

**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, **Public Relations and Communications Consulting Services** (hereinafter "Service") as offered by Consultant under Contract #170602 – Consulting Services – via the County's membership with The Interlocal Purchasing System (TIPS). 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 County.

3. As consideration for services of Consultant described herein, County agrees to pay Consultant the fees as outlined in Exhibit "B" Fee Schedule, which is attached to and made a part of this Contract. County agrees to pay Consultant a rate of \$4,500 for Public Relations and Communications Consulting Services upon execution of the Agreement by all parties and thereafter

a monthly rate of \$4,500 due on the 1<sup>st</sup> day of every calendar month until this Agreement is terminated.

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. 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 County.

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

8. The term of this Agreement shall commence upon execution of the Agreement by all parties, and will continue in force and effect until two (2) years from the date of execution of the last party to execute the Agreement ("the Expiration Date")

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 address 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**  
                                  **Attn: County Judge**  
                                  **100 E. Cano St., 2<sup>nd</sup> Floor**  
                                  **Edinburg, Texas 78539**

If to Consultant:       **Absolute Business Consulting Group**  
                                  Attn : Karina Cardoza  
                                  6508 N. 26<sup>th</sup> St.  
                                  McAllen, Texas 78504

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 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 its 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 a valid and enforceable obligation of County and Consultant in accordance with its terms.

20. 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.

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 County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

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 of Consultant as contained in its Contract NO 1706020 with the Interlocal Purchasing System (TIPS) 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**, 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")
- (2) **Commercial General Liability**, endorsed with the County as an additional insured and endorsed with a waiver of subrogation in favor of the County 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**, 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.
- (4) **Professional Liability** in limits of \$1,000,000.00 each claim and aggregate.

The Consultant covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The Consultant shall furnish the District a certificate of insurance acceptable to District showing the said policies to be in full force and effect during the period of service, identified in numbered paragraph 8 hereto, for this Agreement. The completed District Certificate of Insurance shall be attached hereto and identified as APPENDIX "B"- District Certificate of Insurance. The Consultant will be considered in breach of agreement should the Consultant fail to maintain an insurance policy in the minimum limits of liability and requirements

identified above while performing services for and under this Agreement, and will be subject to default and termination of this Agreement hereto.

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.

EXECUTED and effective as of the \_\_\_\_ day and \_\_\_\_\_, 2018 first written above.

APPROVED BY COMMISSIONERS COURT: \_\_\_\_\_, 2018.

**COUNTY OF HIDALGO, TEXAS**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**Absolute Business Consulting Group**

By: \_\_\_\_\_  
Printed Name: Karina Cardoza  
Title: President  
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Stephen L. Crain

## **EXHIBIT "A"**

### **"SCOPE OF SERVICES"**

1. Contractor will provide ongoing strategic public and communications consulting services to promote upcoming Precinct 1 Projects;
2. Contractor will work to inform the Precinct 1 community and constituents regarding safety and awareness, upcoming events, and community services projects;
3. Contractor will assess communication needs and target audience(s);
4. Contractor will work with client to develop and implement plans and process to promote clients identified needs to target audience(s);
5. Contractor will develop implement public awareness and outreach strategies to increase awareness of client;
6. Contractor Promote client's successes in community and beyond;
7. Contractor will assist with creative digital and print content development, and marketing and promotional campaigns;

ABC will meet with Precinct 1 Commissioner and/or designee in person or via conference on a weekly basis for approximately 5 hours a week, for a total of approximately 20 hours a month; the remaining 20 hours under the retainer contract will be through production of deliverables. All time will be documented and reported for accurate billing purposes.

## **DELIVERABLES**

Project deliverables will be produced on an as-requested basis and may include a combination of any one or more of the following public relations and communications products and/or services:

- Newsletters (digital and/or print)
- Direct mail pieces
- Brochures
- Letters
- Remarks/Scripts
- Opinion editorials
- Invitations
- Reports
- Presentations
- Graphic design services
- Coordination of special events (press conferences, ribbon cuttings, State of the Precinct, etc.)
- Print, digital and other advertising
- Media relations services, including press releases/media advisories/coordinating & scheduling media
- Print publications
- Social media posts
- Flyers, posters, etc.
- Public involvement
- Needs assessments, surveys, and reports
- Special projects
- Other types of deliverables as needed

\*\* All deliverables can be bilingually produced (English and Spanish) at no additional charge\*\*

**EXHIBIT "B"**  
**FEE SCHEDULE**

**Exhibit "B"**  
**FEE SCHEDULE**

Absolute Business Consulting Group  
TIPS Pricing for Services

Service or Travel type or service component name	Description	Level	Fixed, Hourly or other measurable Unit Cost	Unit	% Disc	TIPS Price
1a <b>Public Relations and Communications Consulting Services</b>	Provide ongoing strategic public relations services, including an initial assessment of communication needs and target audience(s); develop and implement plans and processes to promote client's identified needs to target audience(s); develop and implement public awareness and outreach strategies to increase awareness of client, and promote client's successes in community and beyond; develop marketing and promotional campaigns; assist with creative digital and print content development.	up to 40 hrs	\$5,000	month	10%	\$4,500.00

**EXHIBIT "C"**  
INSURANCE DOCUMENTATION

## Insurance Requirement Acknowledgment

I, Karina Cardoza, authorized representative for Absolute Business Consulting Group, Company/Vendor, hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- have already been met; see attached copy of insurance certificate.

Karina Cardoza  
Authorized Representative

6-12-18  
Date

### **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**