

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**AGREEMENT FOR CONSULTING SERVICES**  
**C-20-122-04-07**

THIS AGREEMENT is made on the 07<sup>th</sup> day of April, 2020 by and between **THE COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas (hereinafter “County”) and **Absolute Business Consulting Group** (“Consultant”) to serve at the pleasure of the Hidalgo County Commissioner’s Court.

**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 **General Consulting Services, Graphic Design & Creative Development 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 the services to be rendered by the Consultant, as identified in Exhibit “A”, attached hereto, 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 \$9,500.00 for General Consulting, Graphic Design & Creative Development Services. Payments to the Consultant for Services shall be payable against written invoice submitted by Consultant on or before the 30<sup>th</sup> day.



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 and valid and enforceable obligations 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 County a certificate of insurance acceptable to County 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 County Certificate of Insurance shall be attached hereto and identified as APPENDIX "B"- County 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.

2. 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 \_\_\_\_\_, 2020 first written above.

*APPROVED BY COMMISSIONERS COURT: \_\_\_\_\_, 2020.*

**COUNTY OF HIDALGO, TEXAS**

By: \_\_\_\_\_  
Richard F. Cortez, County Judge

**ATTEST:**

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

**Absolute Business Consulting Group**

By: \_\_\_\_\_  
Karina Cardoza, Consultant

**APPROVED AS TO FORM**

Office of the Criminal District Attorney,  
Ricardo Rodriguez, Jr.


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

# EXHIBIT “A”

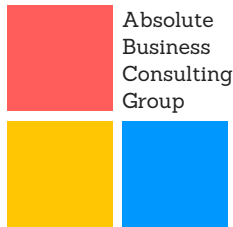
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**PROPOSAL FOR  
GRAPHIC DESIGN & CREATIVE DEVELOPMENT AND  
GENERAL CONSULTING SERVICES**

**SUBMITTED TO  
THE COUNTY OF HIDALGO, TEXAS  
BY**

 Absolute  
Business  
Consulting  
Group





March 27, 2020

The Honorable Richard F. Cortez  
Hidalgo County Judge  
100 E. Cano St., 2nd Floor  
Edinburg, Texas 78539

RE: Proposal for Consulting Services

Dear Judge Cortez:

During this time of crisis, clear communication and concise messaging of critical information to various audiences is imperative. Absolute Business Consulting Group (ABC) is prepared to assist you respond to your needs to get timely, accurate, and factual information out to the public in a manner that is easy to understand and compels them to act in accordance with the health and safety guidelines during this public health emergency.

ABC has extensive experience in the federal, state, and local public and government arenas, and a successful track record of providing reputable public relations, marketing, media relations, and communications consulting services to public school districts, local government entities, economic development corporations, and more. ABC's team is also trained in Emergency Management and Crisis Communications, and knows how important it is to get information out quickly and efficiently to the public. We are confident that we can assist Hidalgo County in meeting its goals to promote news, information, and awareness among Hidalgo County's partners, residents and families, and the broader community-at-large, especially during this time of great need.

As such, I am pleased to submit this proposal for **Graphic Design & Creative Development Services and General Consulting Services**, services provided through ABC's awarded contract (Contract #170602 - Consulting and Other Related Services) through The Interlocal Purchasing System (TIPS), a national purchasing cooperative that offers access to competitively procured purchasing contracts to its membership. As you may be aware, members can procure directly from TIPS-awarded vendors through this awarded contract since the services have already been competitively bid.

Please refer to the attached TIPS award letter and TIPS pricing sheet for Consulting Services. Should you have any questions or require additional information, please do not hesitate to contact me at 956-343-0011 or via email at [absolutergv@gmail.com](mailto:absolutergv@gmail.com).

We look forward to working with you!

Sincerely,

A handwritten signature in black ink that reads "Karina Cardoza". The signature is written in a cursive, flowing style.

Karina Cardoza, M.A.  
Public Relations Consultant

## PROJECT SUMMARY

**Absolute Business Consulting Group (ABC)** proposes to provide **Graphic Design & Creative Development Services and General Consulting Services** to **The County of Hidalgo, Texas (the County)** for purposes of promoting news, information, and awareness within and among the Hidalgo County community and the broader community-at-large.

## SCOPE OF WORK

Under its TIPS-awarded contract, **ABC** will provide ongoing **Graphic Design & Creative Development Services** on an as-needed basis:

- Provide ad-hoc graphic design and creative development services on an as-needed basis to client; includes creation of layout and message for digital and print advertisements, logos, branding, etc.

ABC will also provide the following **General Consulting Services** on an as-needed basis:

- Provide ongoing strategic public relations and communications consulting services;
- Assess communication needs and target audience(s);
- Work with client to 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;
- Promote client's successes in community and beyond;
- Assist with creative digital and print content development, and marketing and promotional campaigns;
- Develop and implement strategies for effective relations with media outlets to maintain optimal media coverage of client on an ongoing basis;
- Utilize proven earned media strategies and foster relationships with media to promote client's needs;
- Services include overseeing development of press releases and media statements, organizing press conferences, assisting with opinion editorials, columns, and more.
- Provide ongoing support to government spokesperson, elected officials and administration to enhance client's presence and appearance in the media and in the community.

## PROJECT COST

Please refer to attached Certificate of Awarded Vendor and TIPS pricing catalog and quote.

# CERTIFICATE of AWARDED CONTRACT



Awards

**Absolute Business Consulting Group  
for  
Consulting and Other Related Services  
Contract #170602**

**Contract Effective Dates**

**Year One – 8/24/2017 thru 8/23/2018**

**Year Two – 8/23/2018 thru 8/22/2019**

**Year Three – 8/22/2019 thru 8/27/2020**

*\*Contract will automatically renew on the contract date if both parties agree and the vendor has reported TIPS Sales during the previous 12 months.*

*Dr. David Titts*

Executive Director  
Region 8 ESC



Visit [www.tips-usa.com](http://www.tips-usa.com) for details on this Awarded Vendor

**EXHIBIT “B”  
FEE SCHEDULE**

**Absolute Business Consulting Group**  
 6508 N. 26th St.  
 McAllen, TX 78504  
 (956) 343-0011  
 absolutergv@gmail.com

**Proposal**  
**Re: TIPS Contract #170602**

ADDRESS
Judge Richard F. Cortez The County of Hidalgo, Texas 100 E. Cano, 2nd Floor Edinburg, TX 78539

ESTIMATE #	DATE	
1001	03/27/2020	

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
<b>General Consulting Services</b>	General Consulting Services include but are not limited to: Public Relations and Communications Consulting Services, Media Relations Consulting Services, etc.	35	175.00	6,125.00
<b>Graphic Design &amp; Creative Development Services</b>	Provide ad-hoc graphic design and creative development services on an as-needed basis; includes creation of layout and message for digital and print advertisements, logos, branding, etc	25	135.00	3,375.00

Proposed Estimate Only.

Actual hours worked per service will be detailed on invoice upon completion of services rendered.

**TOTAL**

**\$9,500.00**

Accepted By

Accepted Date

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
<b>Graphic Design &amp; Creative Development Services</b>	Provide ad-hoc graphic design and creative development services on an as-needed basis to client; includes creation of layout and message for digital and print advertisements, logos, branding, etc. (Minimum 10 hours to engage)		\$150	hour	10%	\$135.00
<b>General Consulting Services</b>	<p>Any service outside the scope of the selected service but within this catalog of services can be included as an add-on service, but will be charged at the hourly rate of \$175. General Consulting Services include but are not limited to: Public Relations and Communications Consulting Services (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.), and Media Relations Consulting Services (Develop and implement strategies for effective relations with media outlets to maintain optimal media coverage of client on an ongoing basis. Utilize proven earned media strategies and foster relationships with media to promote client's needs. Services include overseeing development of press releases and media statements, organizing press conferences, assisting with opinion editorials, columns, and more. Provide ongoing support to government spokesperson, elected officials and administration to enhance client's presence and appearance in the media and in the community. )</p>		\$175/hour		0%	\$175.00

**EXHIBIT “C”**  
INSURANCE DOCUMENTATION



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2020

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> SafeGuard Insurance Agency 2027 Price Rd., Suite C  Brownsville TX 78521		<b>CONTACT NAME:</b> Cindy Dyer <b>PHONE (A/C, No, Ext):</b> (956) 687-1811 <b>FAX (A/C, No):</b> (956) 687-1819 <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Texas Security General Agency	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
<b>INSURED</b> Absolute Business Consulting Group 6508 N 26th St  McAllen TX 78504			

**COVERAGES**

CERTIFICATE NUMBER: 19-20


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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		CPS3214030	07/13/2019	07/13/2020	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ EXCLUDED
OTHER:							Employee Benefits	\$
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person)	\$
<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$
<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$
								\$
UMBRELLA LIAB <input type="checkbox"/> OCCUR							EACH OCCURRENCE	\$
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE	\$
DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>								\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A							E.L. EACH ACCIDENT	\$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281  Edinburg 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 
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