



Jaime Cortez &lt;jaime.cortez@co.hidalgo.tx.us&gt;

---

**Re: Hazard Mitigation Plan Consulting Services - AI-79312**

---

David Cantu &lt;david.cantu@da.co.hidalgo.tx.us&gt;

Mon, Feb 8, 2021 at 4:38 PM

To: Betsy Roque &lt;betsy.roque@co.hidalgo.tx.us&gt;

Cc: Josephine Ramirez &lt;josephine.ramirez@da.co.hidalgo.tx.us&gt;, Victor Garza &lt;victor.garza@da.co.hidalgo.tx.us&gt;, Robert Vina &lt;robert.vina@da.co.hidalgo.tx.us&gt;, Dina Trevino &lt;dina.trevino@co.hidalgo.tx.us&gt;, Martha Salazar &lt;martha.salazar@co.hidalgo.tx.us&gt;, Maria Salinas &lt;maria.salinas@co.hidalgo.tx.us&gt;, Jaime Cortez &lt;jaime.cortez@co.hidalgo.tx.us&gt;

Good Afternoon,

Our office reviewed the proposed Agreement for Consulting Services , Exhibit "A", and the legal notice, regarding "Professional Consulting Services- Multi-Jurisdictional Hazard Mitigation Action Plan Update." At this time our office approves as to form of the documents, subject to the following recommendation:

- in the Agreement for Consulting Services - deleting paragraph 27, Liquidated damages paragraph, and replacing with the following paragraphs:

**Liquidated Damages.** It is acknowledged that the Consultant's delay and/or failure to complete services, as specified in Exhibit A (Requirements/Specifications) of the RFP procurement packet, will cause County to incur substantial economic damages and/or losses of the type and amounts which are not possible to compute or ascertain with reasonable certainty as a basis for recovery by County of actual damages from Consultant. Further, Consultant and County agree that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay and/or failure to complete services, Consultant agrees that liquidated damages in the amount of Five Hundred Dollars (\$500.00) for each day completion of the services is delayed beyond times set out in Exhibit A (Requirements/Specifications) of the RFP procurement packet.

Such liquidated damages are intended to represent estimated actual damages, are not intended as a penalty, and are not the sole remedy for such delay and/or failure to complete services. Delay and/or failure to complete caused by Force Majeure events or by actions of County shall not constitute a delay for failure to complete resulting in the payment of liquidated damages.

**Force Majeure.** With respect to the performance of services of this Agreement, including services specified in Exhibit A (Requirements/Specifications) of the RFP procurement packet, Consultant may be excused from Liquidated Damages for delay and/or failure to complete services IF due to Acts of God/Force Majeure, including but not limited to fire, flood, hurricane, earthquake, civil unrest, riot, war, governmental actions, or other causes beyond the reasonable control of Consultant (a Force Majeure event). Such excuse shall be for the duration of such event and for such time thereafter as is reasonable for Consultant to resume performance. In no event shall such excuse extend for a period of more than forty-five (45) days, at which time either party may terminate.

Please let our office know if there are any questions or concerns.

Sincerely,

On Mon, Feb 8, 2021 at 4:08 PM Betsy Roque <[betsy.roque@co.hidalgo.tx.us](mailto:betsy.roque@co.hidalgo.tx.us)> wrote:

Good afternoon Counselors,

As JD is out of the office today, I wanted to know if these documents had been reviewed, and approved as to legal form? If so, please forward the approval initially sent to JD, so that it may be attached as part of the agenda item backup and respond to an observation from the Auditor's Office.

br

**Thank you,  
Betsy Roque**

Contracts Management Division Manager

Purchasing Department | [County of Hidalgo](#)

2812 S. Business Highway 281 | Edinburg, TX 78539

(956) 318-2626 ext. 4858 | [betsy.roque@co.hidalgo.tx.us](mailto:betsy.roque@co.hidalgo.tx.us)

"By failing to prepare, you are preparing to fail." -Benjamin Franklin

On Wed, Feb 3, 2021 at 4:07 PM Jaime Cortez <[jaime.cortez@co.hidalgo.tx.us](mailto:jaime.cortez@co.hidalgo.tx.us)> wrote:

Good Afternoon Counselors,

Please see the documents listed below for your review as to form to address legal concern to AI-79312.

- Revised Legal Notice - "Track Changes" was used for all document modifications
- Draft Consulting Agreement - All changes are marked in red
- Exhibit A "Requirements" - All changes are marked in red

Thank you,

**Jaime "JD" Cortez**

**Contract Specialist III**

**Hidalgo County Purchasing Department**

**2802 S. Business Highway 281**

**Edinburg, Texas 78539**

**Tel: (956)-318-2626 Ext# 4882**

--  
David R. Cantu

*Assistant District Attorney*

Civil Litigation Division

Office of the Criminal District Attorney

[Hidalgo County, Texas](#)

100 E. Cano

Edinburg, Texas 78539

(956) 292-7609

(956) 292-7619 FAX

[david.cantu@da.co.hidalgo.tx.us](mailto:david.cantu@da.co.hidalgo.tx.us)