

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO CONTRACT FOR SERVICES BETWEEN
THE COUNTY OF HIDALGO
AND GREGORY STRATEGIES
#C-21-392-03-16**

This **AMENDMENT** to the **Contract** is made on this the 08 day of March, 2022, by and between the **County of Hidalgo, Texas** (the "County") and **GREGORY STRATEGIES, LLC** (the "Consultant").

WHEREAS, County and Consultant entered into a Contract for Strategic Consulting Services on March 15, 2021; and

WHEREAS, the parties now desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Consultant hereby agree to the following amendment to the Contract:

1. Section "1." of the Contract is hereby modified, amended, and or replaced as follows:

"... Hidalgo County at its sole discretion may elect the option to extend the contract for three (3) additional one (1) year terms at the same rates, terms and conditions and may further extend for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process and the County shall have the sole option to extend the Contract on a month to month basis under the same fees, rates, terms and conditions, unless modified by mutual written agreement of the parties, or unless this Contract is terminated pursuant to the provisions herein, whichever occurs first."

2. Section "4" of the Contract is hereby modified, amended, and or replaced as follows:

Consultant's invoices should be sent to:
County of Hidalgo
505 S. McColl Rd.
Edinburg, Texas 78539
VIA EMAIL: valde.guerra@co.hidalgo.tx.us
With copy to: monica.salinas@co.hidalgo.tx.us

3. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. County and Consultant ratify and confirm the terms and provisions of the CONTRACT as amended herein.

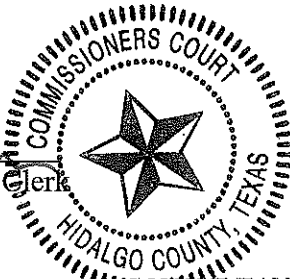
EXECUTED and effective as of the day and year first written above.

HIDALGO COUNTY

By: *Richard F. Cortez*
Hon. Richard F. Cortez, County Judge

ATTEST:

By: *Arturo Guajardo Jr.*
Hon. Arturo Guajardo, Jr., County Clerk



CONSULTANT:
GREGORY STRATEGIES, LLC

By: *David Whitley*
David Whitley

Approved as to Form for County:
Office of Criminal District Attorney, Ricardo Rodriguez, Jr.,

By: *Josephine Ramirez-Solis*
ADA, Josephine Ramirez-Solis

APPROVED BY
COMMISSIONERS COURT
ON: *3/8/22 ms*

APPROVED BY COMMISSIONERS COURT ON _____

Agenda Item No. *84846*

Executive Office *ms*

AI-84846 Requesting approval to execute Amendment No. 1 between Hidalgo County and Gregory Strategies, LLC for consulting services to Seek Grant Funding for Hidalgo County [C-21-392-03-16]. (Audio Reference 1h:25m 57s)

Valde Guerra stated that Commissioner Villarreal abstained from any discussion and/or action on agenda item 17.B.1.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on agenda item 17.B.1.

Vote: 3 - 0 – Unanimously

Attachments:
amendment
Original
Agreement
1295
legal
approval

CONTRACT FOR SERVICES

C-21-392-03-16

This contract is made between the County of Hidalgo, Texas, by and through the Hidalgo County Commissioners Court (“Client”), 100 East Cano, Edinburg, Texas 78539 and Gregory Strategies LLC (“Consultant”), 1122 Colorado St., Ste. 2399, Austin, TX 78701.

RECITALS

WHEREAS, the Consultant is engaged in the provision of strategic consulting services;
and

WHEREAS, Client wishes to utilize the services of the Consultant to advise the Client on matters pending before the legislative and executive branches of the Texas state government.

WHEREAS, Consultant has provided Client with evidence of demonstrated competence.

WHEREAS, the Consultant may subcontract with additional firms at no additional cost to Client in its efforts to fulfill this contract.

WHEREAS, the parties have agreed to the terms under which the Consultant will represent Client’s interests and wish to memorialize their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Term of Contract: This contract is effective as of March 16, 2021, and shall remain effective through March 15, 2022. It may be renewed or extended upon mutual consent of the parties.

2. Duties of Consultant. Consultant shall provide the following services:

(a) Provide strategic consulting and legislative advocacy services, including, but not limited to, direct contact with a Member of the Texas Legislature, legislative staff, and Executive Branch agencies in the State of Texas.

(b) Monitor the legislative and regulatory environment to advise on political and policy opportunities that may present themselves to further the interests of the Client, and to create additional opportunities as may be appropriate.

(c) Develop and nurture relationships within the Texas Legislature, the Executive Branch, and political organizations in order to promote the interests of the Client.

(d) If directed by Client to communicate directly with a Member of the Texas legislature, legislative staff, or the Executive Branch of the State of Texas, Consultant shall be responsible for complying with all applicable laws and regulations governing lobbying, including, but not limited to, registration and

reporting requirements for lobbyists. Client acknowledges that no lobby work shall be done by Consultant until he registers with the Texas Ethics Commission. Consultant shall register as a lobbyist within five days of the date on which Consultant communicates with the legislative or executive branch for the purposes of influencing legislative or executive action.

(e) Consultant will represent Client diligently and competently, but does not and cannot assure Client of any particular outcome with respect to the above matters.

3. Duties of the Client. It shall be the Client's duty to inform the Consultant of its wishes with regard to legislative and executive branch advocacy and to provide the Consultant the information necessary to best represent Client in Texas. Client shall designate and identify to Consultant one or more of its employees from whom Consultant may take direction under this Contract. It shall also be the Client's duty to timely compensate the Consultant for its services.

4. Compensation. Client shall compensate Consultant for the services to be rendered in the monthly sum of five thousand dollars (\$5,000.00). The first payment of \$5,000.00 will be sent to Consultant upon execution of this agreement. Remaining payments will commence on the first day of each month thereafter, with a like sum to be due on the first day of each month thereafter for each calendar month during the term of this contract. Consultant shall provide monthly detailed invoices which identify the services performed as "Consulting Services for [MONTH], [YEAR]." Client shall only pay Consultant from local funds.

The Consultant's ordinary business expenses and out-of-pocket costs incurred in the performance of this Contract are the responsibility of the Consultant. Meal and entertainment expenses incurred by Consultant on Client's behalf may be billed to Client, provided that Consultant obtains Client's prior written approval in advance of incurring the meal or entertainment expense that exceeds \$250.00. If the Consultant is required to travel in the performance of this Contract, Consultant shall obtain prior written approval from Client for the reimbursement of reasonable and actual expenses for transportation, lodging, and meals.

Consultant's invoices should be sent to:

Hidalgo County
100 East Cano
Edinburg, Texas 78539
VIA EMAIL: valde.guerra@co.hidalgo.tx.us;
With copy to: martha.salazar@co.hidalgo.tx.us

5. Confidentiality. The Consultant acknowledges that as a result of the retention of the Consultant by Client, the Consultant has and will become informed of, and have access to, valuable and confidential information of Client, including, but not limited to, reports, studies, drawings, contracts, business plans, trade secrets, technical information, knowhow, plans and specifications (collectively, the "Confidential Information"). Except

as expressly authorized by Client, the Consultant shall not at any time during or subsequent to the term of this Contract use, reveal, report, publish, transfer or otherwise disclose to any person, corporation or other entity, any of the Confidential Information or the terms of this contract. Upon termination of this Contract or at any time upon written request of Client, Consultant shall promptly return or certify the destruction of, at Client's discretion, all Confidential Information.

6. Termination. At the sole and exclusive discretion of either party, this Contract may be terminated for convenience, upon Thirty (30) days advance written notice. Such notice of termination shall provide the other party with written notice of the date of this Contract's termination ("Termination Date"). Neither party shall have any further obligation pursuant to this Contract as of the Termination Date. Client shall pay to the Consultant all fees to the Termination Date, which shall be deemed fully earned as of Termination Date.

7. Conflicts. The Consultant shall promptly notify the Client if the Consultant undertakes representation of any other client whose interest are in conflict with or adverse to the interests of the Client.

8. Entire Agreement. This Contract constitutes the entire agreement of the parties hereto with respect to the subject matter hereto.

9. Governing Law. This Contract shall be governed by and construed under the laws of Texas without regard to its conflict of laws provisions.

10. Insurance. Consultant will obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers Compensation, if applicable, 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 to cover operations in performance of this agreement, 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, if applicable, to cover operations in performance of this agreement, with limits of liability not less than one hundred thousand dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per occurrence for bodily injury, and one hundred thousand dollars (\$100,000.00) each occurrence for property damage.

11. Independent Contractor. Both parties hereto, in the performance of this contract, act in an individual capacity and not as agents, employees, partners, joint ventures or

associates of one another. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

12. Entities that Boycott Israel. Pursuant to Texas Government Code § 2270.002, Consultant certifies that either (i) it meets one of the exemption criteria under § 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Consultant must state any facts that make it exempt from the boycott certification.

13. Foreign Terrorist Organizations. Consultant represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.

14. Suspension and Debarment. Consultant certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Approved by the Commissioners Court of Hidalgo County on the 16th day of March, 2021.

Gregory Strategies LLC

County of Hidalgo, Texas



By: David Whitley
Title: Owner

Date: 04/06/21



By: Richard F. Cortez
Title: County Judge

Date: 4/7/21

Approved as to Form for County:
Office of Criminal District Attorney, Ricardo Rodriguez, Jr.


By: _____
Assistant District Attorney

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 3/16/21 BRS

APPROVED BY
COMMISSIONERS COURT
ON: 3/16/21 BRS

On motion by COMMISSIONER PCT. 4, ELLIE TORRES, seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, the Court made a UNANIMOUS vote of approval on item 17.C.

Vote: 5 - 0 – Unanimously

- D. AI-80012 Pct.4 (CO1357):
Approval of 2020 interfund transfer from SM Veterans Park (1301) to Pueblo de Palmas Park (1357) in the amount of \$100,000.00 to fund park improvements. (Audio Reference 1h:41m:34s)

On motion by COMMISSIONER PCT. 4, ELLIE TORRES, seconded by COMMISSIONER PCT. 3, EVERARDO “EVER” VILLARREAL, the Court made a UNANIMOUS vote of approval on item 17.D.

Vote: 5 - 0 – Unanimously

18.

Purchasing Department - Notes:

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.
B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

A.

Hidalgo County

1. AI-79948

APPROVED

A. Approval of an exemption from competitive bidding requirements under TxLGC 262.024(a)(4), a professional service and Government Code Chapter 2254, Professional and Consulting Services based on demonstrated competence [at a fair and reasonable price]; (Audio Reference 1h:42m:03s)

Judge Cortez stepped away from the meeting.

On motion by COMMISSIONER PCT. 3, EVERARDO “EVER” VILLARREAL, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS

vote of approval on item 18.A.1.A.



Vote: 4 - 0 – Unanimously

B. Acceptance and approval of a professional consulting services agreement with Gregory Strategies, LLC in connection with providing strategic consulting services and legislative advocacy on behalf of Hidalgo County; (Audio Reference 1h:42m:44s)

On motion by COMMISSIONER PCT. 3, EVERARDO “EVER” VILLARREAL, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on item 18.A.1.B.

Vote: 4 - 0 – Unanimously

2. AI-79949 Requesting acceptance, approval and adoption of the updated/revised attached document titled: "Legal Notice" for all procurement packets, as drafted in coordination between the Purchasing Department and District Attorney's Office - Civil Litigation Section which supersedes any and all prior versions.(Audio Reference 1h:43m:14s)

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on item 18.A.2.

Vote: 4 - 0 – Unanimously

3. AI-79947 A. Requesting approval to exercise final six (6) month extension for Contract, C-20-538-03-16, awarded to Matt's Building Materials. (Audio Reference 1h:43m:47s)

On motion by COMMISSIONER PCT. 3, EVERARDO “EVER” VILLARREAL, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on item 18.A.3.A.

Vote: 4 - 0 – Unanimously

B. Requesting approval of Amendment No. 1 for Contract, C-20-538-03-16, awarded to Matt's Building Materials, to exclude any and all Plywood and Lumber Materials. (Audio

AI-79948

Purchasing Department
18. A. 1.

CC REGULAR AGENDA SPECIAL
MTG

Hidalgo County

Meeting Date: 03/16/2021

Submitted Yolanda Velasquez, PURCHASING DEPT.

For:

Submitted Marty Salazar, PURCHASING DEPT.

By:

Department: PURCHASING DEPT.

Information

CAPTION

A. Approval of an exemption from competitive bidding requirements under TxLGC 262.024(a)(4), a professional service and Government Code Chapter 2254, Professional and Consulting Services based on demonstrated competence [at a fair and reasonable price];

B. Acceptance and approval of a professional consulting services agreement with Gregory Strategies, LLC in connection with providing strategic consulting services and legislative advocacy on behalf of Hidalgo County;

BACKGROUND

Consulting services agreement is being review as to legal form by HC/DA/Civil Section and will be uploaded as soon as received prior to CC meeting.

Fiscal Impact

CALENDAR
YEAR:

2021 ACCT. #:

1-1100-415-00-115-002-0-339

FUNDS

AVAILABLE Y/N?:

Y

MATCHING

FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

1295 Form

CIQ

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	03/12/2021 03:43 PM
Budget & Management	Veronica Ortiz	03/12/2021 03:57 PM
Final Approval	Monica Salinas	03/12/2021 05:21 PM
Form Started By: Marty Salazar		Started On: 03/10/2021 06:05 PM
Final Approval Date: 03/12/2021		