

6508 N. 26th 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 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.

EXECUTED and effective as of the ____ day and _____, 2018 first written above.

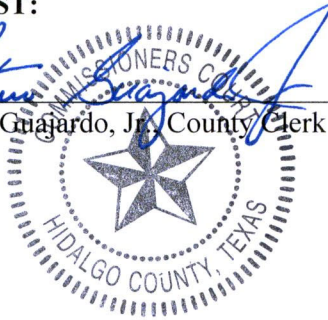
APPROVED BY COMMISSIONERS COURT: Oct. 23, 2018.

COUNTY OF HIDALGO, TEXAS

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 10/23/18

Absolute Business Consulting Group

By: Karina Cardoza
Printed Name: Karina Cardoza
Title: Consultant
Date: 10-29-18

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

By: Stephen L. Crain
Stephen L. Crain

- (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.

EXHIBIT “A”

“SCOPE OF SERVICES”

1. Contractor will provide ongoing strategic public and communications consulting services to promote upcoming Precinct 4 Projects;
2. Contractor will work to inform the Precinct 4 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 provide up to forty (40) hours per month and may include meeting with Precinct 4 Commissioner and/or designee in person, or via conference call; meeting and/or event preparation and/or coverage; production of deliverables; graphic design services; writing/editing/publishing services; and/or a combination of all of the above. 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

	Service or Travel Component name	Description	Level	Fixed, Hourly or other measurable unit cost	Unit	% Disc	TIPS Price
1a	Public Relations and Communicatin g Services	Provide ongoing strategic 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 audiences(s); develop and implement public awareness and outreach strategies to increase of client and promote clients 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
16	General Consulting Services	Consulting services listed in catalog with a monthly fee base rate for a specific level includes up to the specified hours per month for identified service; any work in excess of the specified hours per level per month will be charged at the hourly rate of \$175. 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.		\$175/hour		0%	\$175.00

EXHIBIT “C”
INSURANCE DOCUMENTATION

Affidavit & Indemnity Agreement

Date 7/12/18

Affiant Karina Cardoza

Affiant/affirmant swears that the following statements are true and are within the personal knowledge of Affiant

Affiant Karina Cardoza is a sole proprietor doing business as Absolute Business Consulting Group with Hidalgo County. Affiant will provide service for all of Hidalgo County.

Affiant/affirmant states that he has no employees and does not anticipate employing any. In the event Affiant does employ any staff during the contract, Affiant must immediately notify Hidalgo County and obtain the Workers Compensation required by law.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

Karina Cardoza

Printed Name of Affiant Karina Cardoza

SWORN AND SUBSCRIBED TO under oath before me on July 12, 2018

Cynthia A Sepulveda

County Public, State of Texas



Zimbra

yolanda.velasquez@co.hidalgo.tx.us

Re: Regular AI-67227 - Purchasing for Pct. 4

From : martha salazar <martha.salazar@co.hidalgo.tx.us> Tue, Oct 23, 2018 08:31 AM
Subject : Re: Regular AI-67227 - Purchasing for Pct. 4 1 attachment
To : scrain <scrain@atlashall.com>, Linda Fong
<Linda.Fong@auditor.co.hidalgo.tx.us>, Monica Salinas
<monica.salinas@co.hidalgo.tx.us>, yolanda velasquez
<yolanda.velasquez@co.hidalgo.tx.us>
Cc : dina trevino <dina.trevino@co.hidalgo.tx.us>, darlene
betancourt <darlene.betancourt@co.hidalgo.tx.us>

Ms. Moni:
Please attach this e-mail to the agenda referenced.
Thanks,
Marty S.

From: "scrain" <scrain@atlashall.com>
To: "martha salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, October 23, 2018 8:01:04 AM
Subject: RE: Regular AI-67227 - Purchasing for Pct. 4

The revision is OK.

From: martha salazar <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, October 22, 2018 5:12 PM
To: Linda Fong <Linda.Fong@auditor.co.hidalgo.tx.us>; scrain <scrain@atlashall.com>
Cc: veronica ortiz <veronica.ortiz@co.hidalgo.tx.us>; Monica Salinas
<monica.salinas@co.hidalgo.tx.us>; yolanda velasquez
<yolanda.velasquez@co.hidalgo.tx.us>; dina trevino <dina.trevino@co.hidalgo.tx.us>;
darlene betancourt <darlene.betancourt@co.hidalgo.tx.us>; mntrevino
<mntrevino@atlashall.com>
Subject: Re: Regular AI-67227 - Purchasing for Pct. 4

Hon. Counselor:
Ms. Fong prefers the format used for HCDD#1 approved for ABC consulting agreement. It addresses the three issues she observes in the email below. Please review and approve as to form. I will announce that it is subject to legal review. We are requesting that Ms. Monica upload this version and delete the one you reviewed last week.
Thanks,
Marty S.

From: "Linda Fong" <Linda.Fong@auditor.co.hidalgo.tx.us>
To: "martha salazar" <martha.salazar@co.hidalgo.tx.us>

Cc: "veronica ortiz" <veronica.ortiz@co.hidalgo.tx.us>, "Monica Salinas" <monica.salinas@co.hidalgo.tx.us>

Sent: Monday, October 22, 2018 4:12:20 PM

Subject: Regular AI-67227 - Purchasing for Pct. 4

The agreement requires the county to pre-pay a monthly fee for up to 40 hours of services. The monthly fee would be required whether the vendor provides 1 hour of service or 40 hours of service.

The Agreement should be revised to:

- (1) require that the payment be based on hours worked (\$112.50 per hour);
- (2) require the vendor to submit monthly invoices along with documentation to support the hours worked; and
- (3) the County to pay the invoice within 30 days of receipt.

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

C-18-000-10-23

Hidalgo County Precinct No. 4
Public Relations & Communications Consulting Services

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

Thank you.

Linda Fong

First Assistant Auditor

Hidalgo County Auditor's Office

2808 South Business Highway 281, Edinburg, Texas 78539

Phone: (956) 318-2511 ext. 4668

APPROVED



AI-67227

Purchasing Department

25. D. 1.

CC - REGULAR

Prct. 4

Meeting Date: 10/23/2018

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to Hidalgo County's **Exiting Elected Official Expenditure Policy**, requesting approval of "Expenditure" [which exceeds the transaction amount] for Precinct #4 in connection with the contracting of a public relations company/firm.

B. Acceptance and approval of an initial two year consulting and other related services contract [\$54K/yr.] between awarded vendor, ABC Consulting Group and HC-Pct #4 through county's membership/participation in Region 8 Education Service Center Cooperative Purchasing Program TIPS with authority to execute agreement subject to legal counsel's final legal review as to form including compliance with Form 1295 and insurance requirements.

BACKGROUND

A.	Focus of services necessary to Pct #4 are including, but not limited to the following: <ol style="list-style-type: none"> 1. Quality of life issues for the Precinct residents 2. Parks; 3. Colonias; 4. Road & Bridge 5. Non-drainage issues [as this will be done through HC-DD#1] 6. Disaster preparedness & post recovery information; 7. Resident outreach efforts to demonstrate transparency in all aspects of projects affecting the Pct.
B.	Term of the agreement: To commence upon execution and continue in force and effect for two (2) years.

Fiscal Impact

CALENDAR YEAR:
FUNDS AVAILABLE Y/N?:

ACCT. #:
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding unidentified.

Attachments

agreement

email

Exiting Elected Official Expenditure Policy

ABC Proposal/Fee Schedule for Pct #4

MrCrains-review

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	10/19/2018 03:00 PM
Budget & Management	Veronica Ortiz	10/19/2018 03:09 PM
Final Approval	Monica Salinas	10/19/2018 05:19 PM
Form Started By: Yolanda Velasquez		Started On: 10/18/2018 09:47 AM
Final Approval Date: 10/19/2018		