

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 thru 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 Exhibit "C"- 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.

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 4th day and August, 2020 first written above.


APPROVED BY COMMISSIONERS COURT: _____, 2020.

COUNTY OF HIDALGO, TEXAS

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

ATTEST:

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



APPROVED BY
COMMISSIONERS' COURT
ON: 8-4-20 M.M.

Absolute Business Consulting Group, LLC

By: Karina Cardoza
Karina Cardoza, Consultant

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: David R. Cantu
David R. Cantu, Assistant District Attorney

EXHIBIT "A"

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 "A"

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 (five) hours a week, for a total of approximately 20 (twenty) hours a month; the remaining 20 (twenty) hours under the retainer contract will be through production of deliverables. All time will be documented and reported for accurate billing purposes.

The Interlocal Purchasing System

Purchasing Made Personal



Printed 29 July 2020

Absolute Business Consulting Group LLC

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO
ADDRESS 6508 N 26th st
CITY McAllen
STATE TX
ZIP 78504

TIPS CONTACT
NAME Meredith Barton
PHONE (866) 839-8477
FAX (866) 839-8472
EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS No

HUB No

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

Overview

Karina Cardoza DBA Absolute Business Consulting (ABC) Group provides a variety of professional consulting services for local governments, including website development, public relations, media relations, public awareness, public involvement, strategic planning services, criminal justice consulting services, process improvement services, and much more.

AWARDED CONTRACTS "View EDGAR Doc" on Website

| Contract | Comodity | Exp Date | EDGAR |
|-----------------|---------------------------------------|-----------------|------------------------------|
| 170602 | Consulting and Other Related Services | 08/27/2020 | See EDGAR Certification Doc. |

CONTACTS BY CONTRACTS

170602

| | | | |
|----------------|-------|----------------|-------------------------|
| Karina Cardoza | Owner | (956) 343-0011 | karinacardoza@gmail.com |
| Karina Cardoza | Owner | (956) 343-0011 | karinacardoza@gmail.com |



TIPS – The Interlocal Purchasing System

C/o Region 8 Education Service Center

Phone: 1-866-839-8477 | Fax: 1-866-839-8472

August 24, 2017

Absolute Business Consulting Group

Karina Cardoza

6508 N 26th St.

McAllen, TX 78504

RE: TIPS Awarded Contract – **Consulting and Other Related Services**

TIPS Contract Number – **170602**

CONTRACT AWARD

Congratulations! The Interlocal Purchasing System (TIPS) Board of Directors of Region 8 Education Service Center has awarded a contract to **Absolute Business Consulting Group** for **Consulting and Other Related Services**. This contract will be in effect from **8/24/2017** through **8/27/2020**, with automatic annual renewal at each 12 month anniversary for the next **two** consecutive years, if both parties agree and vendor has reported TIPS sales. Total term of contract will be **36** months unless terminated for due cause.

CONTRACT ADDITIONS or UPDATES

Only items submitted on the original proposal can be sold through this contract. If you need to change pricing or add products that are considered components of the awarded category, email the products, pricing with discount offered, to the TIPS office at tips@tips-usa.com.

RESELLERS or DEALERS

As an Awarded Contract Holder, you may list Resellers or Dealers to your contract. The Awarded Vendor Contract Holder is responsible for reporting **all** Reseller Sales to TIPS. Resellers are only allowed to sell the items listed on the Awarded Vendor's Contract. If you need to add Resellers/Dealers to your contract, please contact the TIPS office at tips@tips-usa.com.

REPORTING OF SALES

TIPS Sales **MUST** be reported each **MONTH**. Certain information is **REQUIRED** with the submission check, and can be sent along with the check or in an email to our Accounting Team at accounting@tips-usa.com. A sales reporting template is available, to request the current reporting template or for questions regarding reporting of sales, contact the Accounting Team at accounting@tips-usa.com.

As a part of the TIPS accounting procedures, we will send out a statement of Open PO's every 90 days.

PROCESSING PURCHASE ORDERS

Awarded Vendors **MUST** direct TIPS members to email all PO's to tipspo@tips-usa.com. The TIPS office will validate purchase orders and forward to you, as the Awarded Vendor for processing. The Member will receive an email confirmation of the PO approval and a link to print a letter of authorization for their files. If you have been notified by TIPS, you may be eligible for an "Automated Contract" which means you have an e-commerce site and take internet orders. Automated vendors must sign extra documentation accepting responsibility for sending sales to TIPS for all collected TIPS Sales.

VENDOR WEB PAGE REVIEW

Please, take a moment to review the information posted for your company on the TIPS website.

- Go to www.tips-usa.com
- Hover over Contracts
- Click on All Vendors
 - Navigate to the Alpha Folder for your Company Name
 - Scroll through the vendor list and find your company
 - Click on your company name
 - Click through the individual tabs of your vendor profile page to confirm all your contact information is correct.

Notify the TIPS office at tips@tips-usa.com if changes need to be made to your vendor profile.

VENDOR LOGO

If you would like to have your company logo displayed on your vendor page, please email your logo to TIPS at tips@tips-usa.com.

Format: (JPG – 350 x 350 Pixels – White or Transparent Background Color – Your logo does not have to be square; it has to fit on a 350 x 350 square space)

SETTING UP VENDOR LOGIN AND PASSWORD FOR TIPS

Individual Awarded Vendors must set up their own TIPS Login and Password.

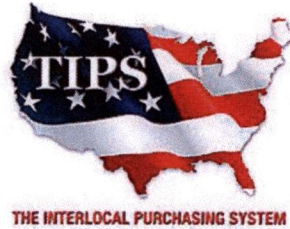
Here are the instructions:

1. Go to www.tips-usa.com
2. Hover over "Vendors" and click on "Vendor Login"
3. Click on "Reset Password" link
4. Enter your email address in both boxes, click "Send"
5. You will receive a system generated email with a "reset" link,
 - a. Click on the link in the email to complete the setup

Not all information can be changed by the vendor. If you are not able to update information, notify the TIPS Team at tips@tips-usa.com to request the changes. Some changes may require Board Action through an Addendum to the Vendors Contract. (i.e. name change, product changes, pricing, etc.)

To access a user's guide for the TIPS Vendor Portal, click [here](#).

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 Fitts

Executive Director
Region 8 ESC



Visit www.tips-usa.com for details on this Awarded Vendor