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TRANSMITTAL FORM

Today's Date:	<u>12/15/2020</u>	Department:	<u>110 - County Judge</u>
Contract No.:	<u>C-20-657-12-01</u>	Effective Date:	<u>12/01/2020</u>
Description of Project:	<u>COVID-19 Safe Work Plan</u>		
Awarded Vendor:	<u>Leadership Empowerment Group, LLC</u>		
CC Approval on	<u>12/01/2020</u>	AI-	<u>78506</u>

Routing of documents:

- ✓ 1. Executive Office – Attn: Monica Salinas
- ✓ 2. District Attorney's Office – Attn: Josephine Ramirez Solis
- ✓ 3. County Judge's Office – Attn: Richard F. Cortez
- ✓ 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- ✓ 5. Purchasing Department – Attn: JD Cortez ext. 4882

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – General Scope of Services
- Exhibit B – Proposal
- Exhibit C – Certificate of Liability Insurance
- Other: _____

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval on item 12.F.1.B.

Vote: 4 - 0 – Unanimously

The court proceeded to item 13.A. (Audio Reference 1hr:14m:25s)

G. County Judge's Office:

1. AI-78506 A. Discussion, consideration, and action to approve a necessary CARES Act Relief Fund expenditure to cover cost not accounted for in the current budget and cannot be lawfully funded by a line item, allotment or allocation, for the COVID Work Safe Plan Training, in order to assist with County Public Health expenses addressing the ongoing COVID-19 public health emergency; the Court having reviewed the Agenda Item Briefing, attached herein finds that such expenditure is reasonable and necessary for the intended use.; (Audio Reference 1hr:16m:20s)

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 12.G.1.A.

Vote: 4 - 0 – Unanimously

B. Exemption from competitive bidding requirements, pursuant to TxLGC 262.024(a)(1),(2) & (4) [professional or personal whichever applicable] and all attached herein; (Audio Reference 1hr:17m:08s)

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 12.G.1.B.

Vote: 4 - 0 – Unanimously

C. Requesting acceptance and approval of proposal

submitted by Leadership Empowerment Group, LLC, PhD. for the COVID Work Safe Plan Training in the total amount of \$50,000.00.(Audio Reference 1hr:17m:32s)

Martha Salazar stated that the the acceptance and approval was subject to final legal review.

Legal Counselor, Josephine Ramirez, clarified that the total amount was not to exceed \$50,000.

On motion by COMMISSIONER PCT. 4, ELLIE TORRES, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval on item 12.G.1.C.

Vote: 4 - 0 - Unanimously

The court proceeded to item 14. (Audio Reference 1hr:18m:11s)

13.

Executive Office:

A.

Presentation for discussion of the following: (Audio Reference 1hr:14m:25s)

- 1) Update on ongoing county owned building construction, relocation and/or renovation repair projects
- 2) Emergency situations occurring since last agenda meeting

Valde Guerra stated that there was to be no action taken on items 13.A. 1 & 2.

14.

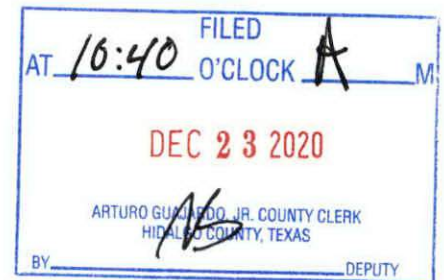
Discussion, consideration and possible action regarding: (Audio Reference 1hr:18m:11s)

- A. County response to disaster/health emergency:
1. CARES Act Funds

Valde Guerra stated that there was no action to be taken on item 14.A.1.

B. Measures necessary to preserve public health and safety

No action was taken on item 14.B.



THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AGREEMENT FOR CONSULTING SERVICES
C-20-657-12-01

THIS AGREEMENT is made on the 1st day of December, 2020 by and between **THE COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and **Leadership Empowerment Group, LLC**. ("Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

WITNESSETH:

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, creative curricular development, and training (hereinafter "Service"). The Services include, but are not limited to, the items listed on Exhibit "A" & "B", which is attached and made a part of this Agreement. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Consultant will report any problems or recommended changes in the implementation activities performed to the County of Hidalgo, to parties listed in Section 9.
3. During the term of this Contract, Consultant shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms

contained in Exhibit "A" General Scope of Services. Services shall be performed within **Hidalgo County** following a request for Services by the **County** or its designated agent. Consultant agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further, Hidalgo County reserves the right to request these services from other sources other than the Consultant and shall not be in violation of any terms or conditions of said contract.

4. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Consultant the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Consultant on or before the 30th calendar day, in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

5. Consultant must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant represents and maintains that s/he is an independent Consultant and is not an employee of County or any agency thereof, and represents and warrants that s/he does not desire or request any fringe benefits provided to employees to County. Consultant agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

6. **Termination.** County may terminate this Agreement without cause upon thirty (30) days written notice at any time for any reason or no reason at all. In the event this Agreement is terminated without cause by County, but not otherwise any unpaid fees or compensation owing to Consultant at the time of termination under this Agreement will be due and payable to Consultant within thirty (30) days following the time of termination of the Agreement.

7. **Assignment.** Consultant may not assign the obligations or rights under this Agreement

to any person or entity without the prior written consent of County. does not delegate its duties hereunder.

8. **Nondiscrimination:** Consultant, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

9. **Term.** This Agreement shall commence upon execution of the Agreement by all parties, and will continue in force and effect until December 30th 2020, or until project scope work has been fulfilled, from the date of execution of the last party to execute the Agreement (“the Expiration Date”).

10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano St., 2nd Floor
Edinburg, Texas 78539**

Copy to: **Purchasing Department**

**Attn: JD Cortez
2802 S. Business Highway 281
Edinburg, TX 78539**

If to Consultant: **Leadership Empowerment Group, LLC.
805 S Missouri Ave.
Mercedes, Texas 78570**

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.

11. **Conflict with Applicable Law.** Nothing in this Contract 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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. 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. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

22. **Indemnification.** Consultant shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting

from, or connected with the provision of the Service by Consultant under this Contract. Said indemnity shall cover any act or failure to act by the Consultant, its agents or employees.

23. **Representation and Warranties.** Consultant represents and warrants to County all representations. 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**, required when doing business at or nearby County property, 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.

26. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are

also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

SIGNATURE PAGE TO FOLLOW

EXECUTED and effective as of the first day written above.

APPROVED BY COMMISSIONERS COURT ON _____, 2020.

Leadership Empowerment Group, LLC

Dr. Barbara Baggerly-Hinojosa
Dr. Barbara Baggerly-Hinojosa, Consultant

COUNTY OF HIDALGO, TEXAS

Richard F. Cortez

Richard F. Cortez, County Judge

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




EXHIBIT “A”
“GENERAL SCOPE OF SERVICES”

- Create and distribute a Public Service Announcement (PSA) to recruit business owner and employees to attend training.
- Provide, produce, and deliver virtual training content and education on best workplace practices to protect employee(s), customer(s), and general public to help mitigate and prevent the spread of COVID-19, and as described in Exhibit “B”.
- Deliver one-day virtual training to be held on December 21st, covering all objectives listed but not limited to Exhibit “B”.
- Produce Certificate of Completion for Post-Test Safe Work Plan
- Incorporate County specific messages/information from County Officials including County Health Official.
- Provide unlimited access to online and on-demand training via website link.

EXHIBIT "B"
PROPOSAL



PROPOSAL
County of Hidalgo
COVID Work Safe Plan Training

LEADERSHIP EMPOWERMENT GROUP, LLC.

NOVEMBER 24, 2020
AUTHORED BY: DR. BARBARA BAGGERLY-HINOJOSA

PROPOSAL
County of Hidalgo
COVID Work Safe Plan Training

Event Description: Educational Training on Work Safe Plan during COVID-19 global pandemic
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Content Outline:

1. LEARNING OBJECTIVE:

It is expected that the participants of this training will leave with a better understanding of the Work Safe Plan put in place for various cities in Hidalgo County. It is also expected that the participants will be able to successfully work while adhering to safety standards and best practices. Among the topics are: safely wearing a mask, adhering to social distancing, safely accepting payments, how to sanitize workspace and other topics.

Additionally, the objectives of this training include:

1. providing necessary training to help businesses in the community mitigate the spread of covid-19,
2. improving compliance with work safe measures to help mitigate the spread of covid-19 and
3. assisting businesses in the community to avoid business interruption and continued economic loss as a result of the covid-19 public health emergency

2. THE TRAINING WILL COVER 5 KEY AREAS:

- Workplace policies and practices to protect employee health
- Measures to ensure physical distancing
- Measures to ensure infection control
- Communications with employees and the public
- Measures to ensure equitable access to critical services

Description: This training will help Hidalgo County business owners and employees follow the required Protocols and maintain their operations with as much safety as possible for their staff, customers, and visitors. The COVID-19 Work Safe Plan Training Certificate of Completion is not required, but it is recommended. It will demonstrate to the public that the Hidalgo County business is complying with required Protocols. To limit the spread of COVID-19 within the workplace and community of Hidalgo County, the public, all business owners, and community organizations need to support the Work Safe Plan in operations of businesses and public spaces to make them as safe as possible during this pandemic. This training is designed to provide valuable information and best practices for business owners and employees in the County of Hidalgo. After passing a Post-Test, each participant will receive a Certificate of Completion at the conclusion of the training. Included in this training is a brief pre-recorded message from the Hidalgo County Judge and Commissioners. Additionally, this training will include important announcements and information specific to Hidalgo County from some of the following:

4. Hidalgo County Health Director
5. Hidalgo County Emergency Management Director
6. Hidalgo County Health Authority
7. Hidalgo County Fire Marshall
8. Other Key County Officials

Clear delineation of the specific and detailed program to be implemented by the vendor which meets the needs of the County as stated in items

» On December 21, 2020, a one-day virtual training will be provided to business owners, and business employees in the County of Hidalgo for the purpose of providing detailed education that 1) help businesses in the community mitigate the spread of covid-19, 2) improve compliance with work safe measures to help mitigate the spread of covid-19 and 3) assist participating businesses in the community to avoid business interruption and continued economic loss as a result of the covid-19 public health emergency. After December 21, 2020, the recorded training will be available for unlimited online/on-demand participation.

A very clear description of what the County will receive from the vendor (ie.. the program itself, proof that the businesses are utilizing the training program and receiving a certification or proof of same to be placed on their businesses identifying their participation in the County's program.)

» A Public Service Announcement (PSA) will be created and distributed for the purpose of recruiting business owners and employees to attend the training. Included in the PSA will be a list of instructions on how to access the training, who can access the training, a description of the training, and the objectives of the training. The PSA is offered at no additional charge and as added value to the project. On December 21, 2020, a one-day virtual training (covering all objectives listed in the introduction of this Proposal) will be delivered for business owners and business employees to attend. After December 21, 2020, the recorded training will be available in an online and on-demand format on the Leadership Empowerment Group online training website. A link can be placed on the County of Hidalgo website that will allow participants to access to the training. The County of Hidalgo will NOT be responsible for providing the training. Once the participant of the one-day seminar or online/on-demand training module completes the training, the participant will complete a post-test. Upon successfully answering questions on the post-test, each participant will receive a Certificate of Completion that can be displayed or filed in the Human Resources department of the participating business.

Discussion Questions: What are some ways to stay safe at work? Do I understand the Work Safe Plan? How are my actions perceived by others? What is safe professional conduct during a global pandemic? How do I work safely?

Learning Activities: One-day training and online/on-demand training module, as well as County messaging and updates specific to Hidalgo County.

3. Materials and Presentation:

1. Pre-Test: Work Safe Plan
2. PowerPoint: Understanding the Work Safe Plan
3. Pre-Recorded Brief Messages from Hidalgo County Judge and Commissioners
4. Pre-Recorded Information from key County officials
5. Participant Packets
6. Post-Test: Work Safe Plan
7. Certificate of Completion

Date: December 21, 2020

4. Fee Structure:

The work performed in developing the program and providing the training to the business community should be identified in the fee structure to coincide with the allocated amount, as approved.

Public Service Announcement for recruitment = \$0.00

Development of Curriculum = \$15,000.00

Recording of County specific messaging = \$5,000.00

Producing Training Content = \$15,000.00

Delivering Training Content = \$12,000.00

Producing Certification Documentation of Participation = \$3,000.00

Grant Total \$50,000.00 for the creation and implementation of a one-day training as well as unlimited access to the online/on-demand training module for business owners and employees of Hidalgo County.

Additional topics covered in the one day online and on-demand training:

- Appropriate Mask Wearing
- Social Distancing
- Sanitizing Work Space
- Retail Safety
- Restaurant Safety
- Adhering to Occupancy Limits
- Following local curfew restrictions

Sample Agenda:

- Message from County Judge and Commissioners
- Workplace best practices and policies designed to protect employee and customer health
- Hidalgo County Information/Message – Key County Health official
- Measures to ensure physical distancing including signage and occupancy standards/protocols
- Hidalgo County Information/Message – Key County official
- Measures to ensure infection control to include work space cleaning and disinfecting
- Hidalgo County Information/Message – Key County official
- Effective Communication with employees and the public
- Closing Remarks and links to additional information and resources

5. Deliverables:

- Public Service Announcement (no additional charge) – to recruit participants to attend training
- Development of curriculum
- Recording of County specific messaging
- Producing Training content
- Delivering Training content
- Producing Certification Documentation
- One day training to be held on December 21, 2020
- Unlimited access to online and on-demand training via website link