

CONTRACT FOR CONSULTING SERVICES
C-08-195-11-18

THIS AGREEMENT is made on the 1st day of November, 2008 by and between Hidalgo County, a political subdivision of the State of Texas (hereinafter "County") and Alamo Insurance Group, Inc. (a Texas corporation) (hereinafter "Contractor") to serve at the pleasure of Hidalgo County.

WITNESSETH:

WHEREAS, the County desires to contract with a person to provide the services necessary to manage the health and life insurance plans of the County; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter to the County. NOW, THEREFORE, for the mutual consideration expressed hereinafter, the County and Contractor agree as follows:

1. **Contractor agrees:** to provide to the County the consulting services required by the County in connection with the County's employee health and life benefits during the term hereof. (Appendix A) The services include, but are not limited to:
 - a. Monitoring of current health benefits provider, through January 31, 2009
 - b. Information and data collection
 - c. Preparation of the Request for Group Health Benefits Plan with Life, Accidental Death and Dismemberment Proposal (REP/Q)
 - d. Solicitation of qualified insurers and vendors
 - e. Analysis of responses
 - f. Selection of finalists; and
 - g. Program implementation (effective 02-01-2009)

Contractor will report any problems or recommended changes in the implementation of an employee health and life benefit plan to the County.

As consideration for the services of Contractor described herein, the County agrees to pay Contractor a fee of \$37,500.00 per year. (Appendix B)

Contractor must comply with all applicable County policies. Notwithstanding the foregoing sentence, Contractor represents and maintains that he is an independent contractor and is not an employee of the County. Contractor agrees to be responsible for any federal income tax, withholding, or social security tax liability that might arise from payments received hereunder.

The County and Contractor agree that either party might terminate this contract upon thirty (30) days written notice at any time, for any reason or no reason at all. In the event this contract is terminated without cause by the County, but not otherwise, any unpaid fees or compensation owing to Contractor at the time of termination

under this Contract for services performed by Contractor through the date of termination will be due and payable to Contractor *within* thirty (30) days following the time of Contract termination.

Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of the County.

Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964.

The term of this Contract shall commence November 1, 2008 and terminate November 1, 2009 unless earlier terminated as herein provided. Subject to the County funding and compliance with applicable purchasing laws and regulations, this Contract may be renewed by the County, in its sole discretion, for two additional one year terms at the stated fee.

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

If to Client: County of Hidalgo

ATTN: County Judge

100 E. Cano 2nd Floor

Edinburg, Texas 78539

If to Contractor: Alamo Insurance Group, Inc.

ATTN: Gary R Looney Sr VP

3201 Cherry Ridge Drive, Suite D405

San Antonio, Texas 78230

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 times as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States.

3. **Conflict with Applicable Law.** Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there 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.
4. **No Waiver.** No Waiver by the 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.
5. **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 the County and Contractor and not otherwise.

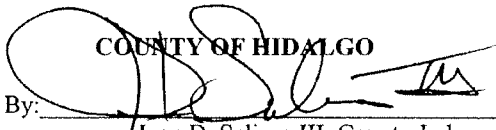
6. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
7. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.
8. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this Contract.
9. **Assignments.** This Agreement shall not be assignable; provided, however, that Contractor may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Contractor is not excused from and/or does not delegate its duties hereunder.
10. **Headings.** The heading 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.
11. **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.
12. **Authority to Execute.** The execution and performance of this Contract by the County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of the County and Contractor in accordance with its terms.
13. **Ethical Provision.** It is understood that the employees of the County or individuals acting as agents for the County are not authorized to receive any type of personal payment, reimbursements, compensation, commissions, gift or gratuity for services provided under this Contract. Contractor warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay and employee of the County any fee, commissions, percentage broker fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The authorized offering or receipt of such payments may result in the immediate termination of this Contract.
14. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of the County under this Agreement, the County may terminate this Agreement upon ninety (90) days written notice to Contractor. The 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 the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1995).
15. **Indemnity and Hold Harmless.** Contractor agrees to indemnify and hold the County harmless from any loss, costs, liabilities or damages which are incurred by the County which are primarily attributable to the acts or

commissions of Contractor or the act or omissions of Contractor employees, agents or other representative, including the violation of any law or regulations related to Contractor's duties under this Agreement.

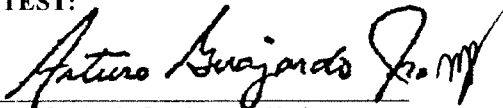
To the extent permitted by applicable law, the County agrees to indemnify and hold Contractor harmless from any loss, costs, liabilities or damages which are incurred by Contractor which are primarily attributable to the acts or omissions of the County or the acts or omissions of the County employees, agents or other representatives, including the violation of any law or regulation related to the County duties under this Agreement.

- 16. **Representation and Warranties.** Contractor represents and warrants to the County that all representations and warranties of Contractor as contained in its response to the County Request for Qualifications and Proposal # 08-195-09-10 are true and correct as of the date hereof. Contractor additionally represents and warrants that has not, and will not in the future, receive any compensation (whether in the cash, credit, commissions, gifts, tangible property otherwise) in connection with the award by the County of a contract for employee health benefits, other than compensation to Contractor pursuant to this Contract. In the event any representation or warranty of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify the County thereof, in which event the County may, in its sole discretion, elect to terminate this Contract, for cause, on the manner herein provided. Contractor acknowledges and agrees that the County has relied and continues to rely upon the representations and warranties of Contractor as herein contained as a material inducement to the County to enter into the Contract.


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

COUNTY OF HIDALGO
By: 
Juan D. Salinas III, County Judge

ATTEST:


Arturo Guajardo Jr., County Clerk

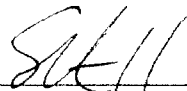
CONTRACTOR:
ALMO INSURANCE GROUP, Inc.

By: 
Gray R. Looney, SR VP

APPROVED ON COMMISSIONERS' COURT: 11/18/08

APPROVED AS TO FORM

ATLAS & HALL, L.L.P.

By: 
Stephen L. Crain

APPENDIX A
SCOPE OF SERVICES BY CONTRACTOR

APPENDIX A: SCOPE OF SERVICES

This Appendix A is attached to and part of the Contract for Consulting Services between Hidalgo County (hereinafter "County"), a political subdivision of the State of Texas, and the Alamo Insurance Group, Inc., (hereinafter "Contractor") to conform with the requirements of the Bid Specifications presented in **RFP/Q NO: 08-195-09-10-CGV**.

The term of this Contract shall commence November 1, 2008 and terminate November 1, 2009 unless earlier terminated as herein provided. Subject to the County funding and compliance with applicable purchasing laws and regulations, this Contract may be renewed by the County, in its sole discretion, for two additional one year terms at the stated fee.

Contractor agrees: to provide to the County the consulting services required by the County in connection with the County's employee health and life benefits during the term hereof. The services include, but are not limited to:

- a. Monitoring of current health benefits provider , through January 31, 2009
 1. Information and data collection
- c. Preparation of the Request for Group Health Benefits Plan with Life, Accidental Death and Dismemberment Proposal (RFP/Q)
- d. Solicitation of qualified insurers and vendors
- e. Analysis of responses
- f. Selection of finalists; and
- g. Program implementation (effective 02-01-2009)

APPENDIX B
SCHEDULE OF FEES

APPENDIX B: Schedule of fees

This Appendix B is attached to and part of the Contract for Consulting Services between Hidalgo County (hereinafter "County"), a political subdivision of the State of Texas, and the Alamo Insurance Group, Inc., (hereinafter "Contractor") to conform with the requirements of the Bid Specifications presented in RFP/Q NO: 08-195-09-10-CGV.

Contractor Agrees to Accept:

As consideration for the services of Contractor described herein, the County agrees to pay Contractor a fee of *\$37,500.00* per year. The contract for services may be extended for two additional one year terms at the stated fee. The term of this Contract shall commence November 1, 2008 and terminate November 1, 2009 unless earlier terminated as herein provided. Subject to County funding and compliance with applicable purchasing laws and regulations, this Contract may be renewed by the County, in its sole discretion, for two additional one year terms at the stated fee.

The County and Contractor agree that either party might terminate this contract upon thirty (30) days written notice at any time, for any reason or no reason at all. In the event this contract is terminated without cause by the County, but not otherwise, any unpaid fees or compensation owing to Contractor at the time of termination under this contract will be due and payable to Contractor within thirty (30) days following the time of contract termination



FEE INFORMATION

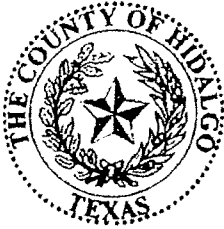
SCOPE OF SERVICES: Consultant Services for Group Health and Voluntary Insurance Plans are on "As Needed Basis" including, but not limited to the following for:

Part I.) Group Health Consultant:

- Monitoring of current health benefits provider, through January 31, 2009.
- Information and data collection.
- Preparation of the Request for a Group Health Benefits Plan with Life, Accidental Death and Dismemberment Proposal (RFP/Q).
- Solicitation of Qualified insurers and vendors.
- Analysis of responses for recommendation.
- Selection and presentation of finalists; and
- Program implementation (effective 02/01/09).

FEES:

Alamo Insurance Group, Inc. proposes an annual fee of \$ \$37,500 for services that include all work related to the delivery of the scope of services described above. In addition, Alamo Insurance Group, Inc. extends this annual fee for a period of four (4) years.



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Mr. Gary R. Looney, RHU, REBC
Alamo Insurance Group, Inc.

Via Email

ATTN: Xavier C. Guevara, PAHM, CBC

From: Martha L. Salazar, CPPB
Hidalgo County Purchasing Department

C/O: Cris Villarreal, Buyer *CV*

Date: October 28, 2008

Re: Proposal-"Consulting Services for: Part I- Self-Funded Insured Group Health for Hidalgo County", project.

Pursuant to action taken by Commissioner's Court on Tuesday, October 14, 2008, be advised that your firm has been selected (ranked number one) to enter into negotiations for Consulting Services with County of Hidalgo for the above referenced.

We ask that you provide us with your best and final offer based on the scope of services you submitted in your response, by no later than 4:00 p.m. on Thursday, October 30, 2008.

We ask that you sign below acknowledging receipt with commitment to submit by deadline and return via email or via fax to (956)318-2629.

Signed: *Gary R Looney*

Printed Name: GARY R LOONEY

Title: SR VP