

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-15-028-08-18

THIS AGREEMENT is made on the 18th day of August, 2015 by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter “County”) and **Texas Energy Consultants** a resident of (Hidalgo County, Texas) (hereinafter “Consultant”) to serve at the pleasure of the Hidalgo County Commissioner’s Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant(s) has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner’s Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant(s) agree as follows:

1. Consultant(s) agrees to provide the County the consulting services required by Hidalgo County in connection with “**Professional Energy Consultant Services**” (the Project”) pursuant to Article 262.024 “The Professional Service Procurement Act”, Texas Local Government Code. The County requested proposals from professional consultants to assist the County to providing consulting services for the Project. The services include, but are not limited to, the items listed on Exhibit “A”, which is attached and made a part of this Contract.
2. Consultant(s) will report any problems or recommended changes in the Implementation of “**Professional Energy Consultant Services**” to Hidalgo County.
3. As consideration for services of Consultant(s) described herein, County agrees to

pay Consultant(s) the fees as outlined in Exhibit “B”, which is attached to and made a part of this Contract.

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

5. County and Consultant(s) agree that either party may 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 County, but not otherwise, any unpaid fees or compensation owing to Consultant(s) at the time of termination under this Contract will be due and payable to Consultant(s) within thirty (30) days following the time of contract termination.

6. Consultant(s) may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Consultant(s) agrees to comply with the Title VI of the Civil Rights Act of 1964.

8. The term of this Contract shall commence **August 18, 2015** and terminate **August 17, 2017** with Hidalgo County’s option to extend one (1) additional year. If within 90 days of retail electric services contract expiration the County, at County’s option, elects to renew or extend the electric provider agreement with the same terms and conditions subject to market price, then Consultants contract will extend for the same period as the retail electric services contract.

9. 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 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 address set forth below, or at such other address as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: County of Hidalgo, Texas
Attn: County Judge
100 East Cano St, 2nd Floor
Edinburg, Texas 78539

If to Consultant(s): Texas Energy Consultants
Attn: Robert Peña Jr.
2516 West Freddy Gonzalez Dr
Edinburg, Texas 78539

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(s) 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(s) 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, administrators, legal representatives, successors, and assigns where permitted by this Contract.

16. Assignment. This Agreement shall not be assignable; provided, however, that Consultant(s) may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant(s) 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(s) 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(s) 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(s) warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant(s) 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(s). 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(s) 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(s) or the acts or omissions of Consultant(s) employees, agents or other representatives, including the violation of any law or

regulation related to Consultant(s)'s duties under this Agreement.

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

23. Representation and Warranties. Consultant(s) represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. In the event any representation or warranty of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to terminate this Contract, for cause, in the manner herein provided. Consultant(s) acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant(s) as herein contained as a material inducement to County to enter into the Contract.

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

APPROVED BY COMMISSIONERS COURT ON _____, 2015.

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain

Date: _____

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia , County Judge

Date: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date: _____

TEXAS ENERGY CONSULTANTS

By: _____

Printed Name: Robert Peña Jr.

Title: Owner

Date: _____