

THE STATE OF TEXAS
COUNTY OF HIDALGO

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CONTRACT FOR CONSULTING SERVICES

THIS AGREEMENT is made on the **27th day of October, 2015**, by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter “County”) and **JAIME SOLIS**, a resident of Hidalgo County, Texas (hereinafter “Consultant”) to serve at the pleasure of the Hidalgo County Commissioner’s Court:

WITNESSETH:

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 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 agree as follows:

1. Consultant agrees to provide to the County the consulting services required by Hidalgo County in connection with Hidalgo County’s Section 125, Cafeteria Plan Benefits during the term hereof. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Contract.

2. Consultant will report to County’s Commissioners Court the results of the review and assessment on each [of 7] products County awarded for Hidalgo County’s Section 125, Cafeteria Plan Benefits.

3. As consideration for the services of Consultant described herein, County agrees to

pay Consultant the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Consultant must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant represents and maintains that he is an independent consultant 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 agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County may terminate this Contract without cause 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 at the time of termination under this Contract will be due and payable to Consultant within thirty (30) days following the time of contract termination.

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

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

8. The term of this Contract shall commence October 27, 2015 and terminate November 30, 2015 with deliverable due date of report to be determined by Hidalgo County, (Initial Term”) unless earlier terminated as herein provided. Subject to County funding and compliance with applicable purchasing laws and regulations, this Contract may be extended by County, in its sole discretion, as needed on the same terms and conditions (“Extended Terms”).

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 either be (i) personally delivered 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
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Consultant: Jaime Solis

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 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.

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 and 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 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.

17. **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.

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 employees 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 Contract 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 Contract. The parties intend this provision to be a continuing performance of this Contract. 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 provisions 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's employees, agents or other representatives, including the violation of any law or regulation related to Consultant's duties under this Contract.

To the extent permitted by applicable law, County agrees to indemnify and hold Consultant harmless from any loss, costs, liabilities or damages which are incurred by Consultant which are primarily attributable to the acts or omissions of County or 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. **Representations and Warranties.** Consultant represents and warrants that he has not, and will not in the future, receive any compensation (whether in the form of cash, credit, commissions, gifts, tangible property or otherwise) in connection with this Contract for employee health benefits, other than compensation to Consultant pursuant to this Contract. 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 Contract, 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 in this Contract.

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 stated 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.

WITNESS our hands in duplicate originals this _____ day of _____ October, 2015.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

CONSULTANT:

By: _____
Jaime Solis

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney

By: _____
Josephine Ramirez Solis
Assistant District Attorney

APPROVED BY COMMISSIONERS COURT: _____

APPENDIX A

Professional consulting services to review, assess, analyze and report on each [of 7] products County awarded for Hidalgo County's Section 125, Cafeteria Plan.


APPENDIX B

To be submitted

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Agenda Item-Consulting Services-Jaime Solis

From : Steve Crain <scrain@atlashall.com> **Fri, Oct 23, 2015 04:57 PM**
Subject : RE: Agenda Item-Consulting Services-Jaime Solis  1 attachment
To : 'Evangelina Garcia'
<evangelina.garcia@co.hidalgo.tx.us>

Good to go.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, October 23, 2015 4:45 PM
To: Steve Crain
Cc: Martha Salazar
Subject: Fwd: Agenda Item-Consulting Services-Jaime Solis

Here you go Mr. Crain, attached is the page with the revision for your review/approval.
Thank you;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, October 23, 2015 4:14:20 PM
Subject: Fwd: Agenda Item-Consulting Services-Jaime Solis

Mr. Crain;
As requested, attached is the revise consulting services agreement.

Respectfully;