

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES

C-16-269-06-20

THIS AGREEMENT is made on the 20th day of June, 2016 by and between **THE COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas (hereinafter “County”) and Risktech, Inc. (“Consultant”) to serve at the pleasure of the Hidalgo County Commissioner’s Court.

WITNESSETH:

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

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 County insurance consulting services required by Hidalgo County in connection with providing insurance consulting services including but not limited to **researching, developing, drafting, and review of insurance requirement provisions contained or to be contained in request for proposal (“RFP”), request for qualifications (“RFQ”), and request for bids (“RFB”) in connection with various construction and other projects (the “Service or Services”). Pursuant to Article 262.024 Texas Local Government Code, the County has requested an exemption for professional**

services for the term herein stated. These services include, but are not limited to, to, the items listed on Exhibit "A", which are attached hereto and made a part of this Contract.

2. Consultant will report any problems or recommended changes providing the Service. The Consultant or his/her firm shall not participate in the RFP, RFQ, OR RFB process for which Consultant is performing Service.

3. As consideration for Services of Consultant described herein, County agrees to pay Consultant the fees as outlined in Exhibit "B-Proposal Page", which is attached to and made a part of this Contract.

4. The term of this Contract will be effective upon approval of award and issuance of Purchase Orders (PO) with the written deliverable(s) to be submitted on or before fourteen (14) calendars days from date of each PO.

5. As a condition of this Contract, Consultant shall hold and maintain throughout the term of this Contract all certifications, licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

6. 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.

7. County and Consultant agree that County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Consultant agrees to provide professional liability insurance covering its activities in providing the Service for County and Services shall not be performed on

premises of any County facility.

9. Except as otherwise herein provided, Consultant may not assign the obligations or rights under this contract to any person without the prior written consent of County.

10. 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 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

If to Consultant: RiskTech, Inc.
 Attn: Charles E. Comiskey, President
 10055 W. Gulf Bank
 Houston, Texas 77040

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 at it is deposited in the United States mail.

11. 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.

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. 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.

18. 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.

19. 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.

20. 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.

21. 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 any 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.

22. 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).

23. 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.

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 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.

24. Immunities. Nothing in this Contract 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.

EXECUTED and effective as of the _____ day and _____, 2016 first written above.

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

RISKTECH, INC.

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

EXHIBIT “A”

“SCOPE OF SERVICES”

**EXHIBIT “B”
FEE SCHEDULE**

**EXHIBIT “C”
INSURANCE DOCUMENTATION**