



THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**FULL-SERVICE DEPUTY AGREEMENT
C-20-063-09-21**

THIS AGREEMENT is made and entered into this **21st day of September 2021**, by and between the **County of Hidalgo, Texas** on behalf of the Tax Assessor-Collector ("**County**"), and **Bridgepoint Insurance Agency & Permit Center, LLC** ("**Full-Service Deputy**").

WHEREAS, §520.0071 of the Texas Transportation Code and 43 Texas Administrative Code, Chapter 217, Subchapter H authorize a county tax assessor-collector, with the approval of Commissioners Court, to deputize an individual or business entity to perform vehicle registrations, registration renewals, and title transfers as a full-service deputy.

WHEREAS, public convenience will be furthered by the ability of Full-Service Deputy to act on behalf of the County to issue registrations, registration renewals, and title transfers.

WHEREAS, County requested responses to notices for: "**Full-Service Deputy Services**" on an as-needed basis for the County of Hidalgo (the "**Services**"). A copy of the procurement packet, including applicable specifications, is attached hereto as **Exhibit "A"**, and is incorporated herein for all purposes ("**Procurement Packet**"); and

WHEREAS, Full-Service Deputy submitted a proposal to provide services in accordance with the specifications as proposed, a copy of the Full-Service Deputy's response to the Procurement Packet is attached hereto as **Exhibit "B"**, ("**Response**") and is incorporated herein for all purposes; and;

WHEREAS, Full-Service Deputy represents that it is qualified and desires to perform such services pursuant to applicable law, including but not limited to the provisions listed above, and applicable County and Tax Assessor-Collector policy and procedures for vehicle registrations, registration renewals, and title transfers; and

WHEREAS, in recognition of and in consideration of Full-Service Deputy's agreement to perform the Services in accordance with the Procurement Packet, the Commissioners Court of County awarded the bid to Full-Service Deputy.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Full-Service Deputy hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. During the term of this Contract, Full-Service Deputy shall be obligated and hereby promises and

agrees to render and provide the Services in accordance with specifications and terms contained in **Exhibit “A”** Procurement Packet and **Exhibit “B”** Full-Service Deputy’s Response. Services shall be performed within **Hidalgo County**. Full-Service Deputy agrees to abide by all provisions provided by the Texas Department of Motor Vehicles in providing services and execute any applicable agreements.

3. **Services.** Parties shall comply with obligations as provided in **Exhibit “A”** Procurement Packet; including but not limited to the following: the County shall supply the Full-Service Deputy with an inventory of license plates, registration renewal stickers, and supplies as needed for the issuance as described in the specifications included in **Exhibit “A”**. The Full-Service Deputy submitted as part of its response a list of location(s) to provide services. Full-Service Deputy understands and agrees that the County is not obligated to allow services to be provided at all locations submitted. The Full-Service Deputy shall lease from County all receipt printing equipment and supplies, needed for issuance to the public by the Full-Service Deputy of vehicle registration renewals and title transfers and to perform all services as described in **Exhibit “A”**. Full-Service Deputy agrees in performing the Services that it will provide a sufficient number of personnel and equipment to safely and efficiently provide the Services; use proper professional standards; comply with any and all laws, rules, and regulations prescribed by any agency or authority having jurisdiction with regard to the Services, including the Texas Department of Motor Vehicles; execute any required supplemental agreements with the same, 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 successful vendor and shall not be in violation of any terms or conditions of said contract.

4. **Bonds.** In order to guarantee the faithful performance of the duties of the Full-Service Deputy hereunder and to ensure that all funds coming into the possession or control of the Full-Service Deputy by virtue of this Contract are paid over to the County, the Full-Service Deputy agrees to post a surety bond in the amount determined by the Hidalgo County Tax Assessor-Collector in accordance with 43 TAC §217.167, as provided in the Procurement Packet Specifications included as **Exhibit “A”**.

5. **Term.** The term of this Agreement shall be for a period of **three (3) years**, commencing upon receipt by the Hidalgo County Tax Assessor-Collector of the bond referred to above, and may be extended at the sole discretion of the County for **two (2) additional one (1) year** terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this contract for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon rates, terms, and conditions remaining unchanged.

6. **Licenses.** As a condition of this Contract, Full-Service Deputy shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Full-Service Deputy shall immediately notify the County.

7. **Consideration.** Fees that Full-Service Deputy may charge for services shall be in accordance with applicable statutory provisions as indicated in the Procurement Packet Specifications included as **Exhibit “A”**.

Hidalgo County
Tax Assessor-Collector
P.O. Box 2099
Edinburg, Texas 78540-2099

If to Full-Service Deputy: Bridgepoint Insurance Agency & Permit Center, LLC
101 N. McColl Rd., Suite 10
McAllen, TX 78501

13. **Provisions.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. **Termination.** This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. **Successors.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **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 Full-Service Deputy. 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 Full-Service Deputy, 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).

18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through an agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **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.

20. **Nondiscrimination:** Full-Service Deputy, 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.

21. **Additional Documents:** The parties hereto covenant and agree that they will execute each 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/agreement.

22. **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 day and year first written above.

COUNTY OF HIDALGO

By: Richard F. Cortez
Richard F. Cortez, County Judge



Arturo Cuajardo Jr.
Arturo Cuajardo Jr., County Clerk

Pablo (Paul) Villarreal Jr.
Pablo "Paul" Villarreal, Jr.
Tax Assessor-Collector

Full-Service Deputy:
Bridgepoint Insurance Agency & Permit Center, LLC

By: David R. Cantu
Printed Name: DAVID CANTU
Title: PRESIDENT

Approved By Commissioners Court On *September 21, 2021*

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: Robert Viña, III
Robert Viña, III
Assistant District Attorney

APPROVED BY
COMMISSIONERS COURT
ON: 9/21/21