

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 Cuajajara Jr.
Arturo Cuajajara Jr., County Clerk

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

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

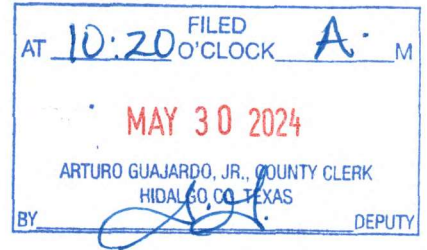
By: David R. Cantu
Printed Name: DAVID CANTU
Title: PRESIDENT

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



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**1st AMENDMENT TO FULL-SERVICE DEPUTY AGREEMENT BETWEEN THE
COUNTY OF HIDALGO AND BRIDGEPOINT INSURANCE AGENCY & PERMIT
CENTER, LLC
C-20-063-09-21**

This **FIRSTAMENDMENT** to the **Full-Service Deputy Agreement (C-20-063-09-21)** is made on and entered into effective as of the 30th day of May, 2024, by and between **COUNTY OF HIDALGO, TEXAS** (“County”) and **BRIDGEPOINT INSURANCE AGENCY & PERMIT CENTER, LLC** (“Company”).

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, Company and County entered into a Contract dated September 21, 2021, in which Company agreed to provide services as a full-service deputy for Hidalgo County (the “Agreement”);

WHEREAS, Section 18 titled Entire Agreement allows for the Full-Service Deputy Agreement to be modified or amended “only by agreement in writing executed by the parties hereto, and not otherwise”;

WHEREAS, the parties desire to amend the Agreement to modify Section 3.r. from Specification/Scope of Services/Requirements incorporated into the Agreement through Sections 2 and 3.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Agreement:

1. The following Section 3.r. from Specification/Scope of Services/Requirements shall be amended as follows:
 - r) Any changes in the ownership of FSD or the employer of FSD must be immediately reported by the FSD in writing to the County and the FSD understands that this Agreement may be terminated at the County Tax Assessor-Collector’s discretion after said notification.

Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Company and County ratify and confirm the terms, and provisions of the Agreement as amended.

SIGNATURE PAGE TO FOLLOW

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON May 28, 2024.
Agenda Item No. 95459 Executive Office: [Signature]

FULL SERVICE DEPUTY:
BRIDGEPOINT INSURANCE &
PERMIT CENTER

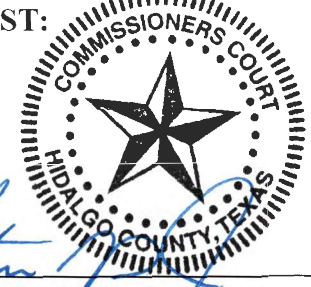
COUNTY:
COUNTY OF HIDALGO, Texas

[Signature: David R. Cantu]
David R. Cantu, President

[Signature: Richard F. Cortez]
Hon. Richard F. Cortez, County Judge

[Signature: Pablo (Paul) Villarreal, Jr.]
Pablo (Paul) Villarreal, Jr., Tax Assessor-Collector

APPROVED AS TO FORM
Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

[Signature: Arturo Guajardo, Jr.]
Arturo Guajardo, Jr., County Clerk

[Signature: Michelle Lopez]
Michelle Lopez, ADA
Robert Viana III

ATTACHMENTS:

A.

AI-95459

Tax Office 11. A.

CC REGULAR AGENDA REGULAR MTG

Meeting Date: 05/28/2024

Submitted For: Edgar Jaramillo, TAX OFFICE

Submitted By: Edgar Jaramillo

Department: TAX OFFICE

CAPTION

Requesting approval of a First Amendment to the Full-Service Deputy Agreement with Bridgepoint Insurance Agency & Permit Center, LLC (C-20-063-09-21).

BACKGROUND

C-20-063-09-21 approved through AI-82327 on 09/21/2021

Fiscal Impact

CALENDAR YEAR: 2024

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Amendment 1-Full Service Deputy 03-20-24

Full-Service Deputy Agreement (09.21.20 Bridgepoint)

Full-Service Deputy - Scope of Services (RFP-20-063-09-21)

Trans Code 520.0071, 520.0075, 520.0093 & TAC Title 43 Part 10 Chapter 217 SubChapter H Deputies

Legal approval for a First amendment to the Full Service Deputy Contract with BridgePoint Insurance Agency & Permit Center

Form Review

Inbox

Budget & Management

Final Approval

Form Started By: Edgar Jaramillo

Final Approval Date: 05/24/2024

Reviewed By

Veronica Ortiz

Monica Salinas

Date

05/24/2024 08:43 AM

05/24/2024 06:24 PM

Started On: 05/23/2024 05:08 PM

8. Sheriff's Office: *Capt. Cortez*

- ok* A. AI-95343 **Sheriff's Office - LESO 2024 MOU**
 - P 2/4* ✓ 1. Approval and authorization for the Hidalgo County Sheriff's Office to continue participation in the Texas LESO Program
 - ✓ 2. Authorization for County Judge and County Sheriff, as Authorized officials to sign the required documents.

9. Constable Pct. #2: *Valde*

- ok* A. AI-95348 Constable Precinct No. 2 LEOSE (1220):
 - P 4/2* Approval of Certification of Revenues, as certified by the County Auditor, in the amount of \$3,359.30 for the 2024 Peace Officer Allocation LEOSE funds awarded and received from the Texas Comptroller of Public Accounts and appropriation of the same.

10. Constable Pct. #4: *Valde*

- ok* A. AI-95245 Constable Pct. 4 – Hidalgo County Appraisal District
 - P 4/2* ✓ 1. Discussion, consideration, and approval to enter into an Interlocal Cooperation Agreement between Hidalgo County, acting by and through, Constable Precinct No. 4 and Hidalgo County Appraisal District effective June 1, 2024 to May 31, 2025 in relation to Security Services with authority for County Judge, as authorized official, to execute agreement.
 - P 4/2* ✓ 2. Approval of certification of revenues, as certified by Co. Auditor, in the amount of \$78,216.43 and ap

APPROVED

11. Tax Office - Paul Villarreal: *Santos Valde*

- ok* A. AI-95459 Requesting approval of a First Amendment to the Full-Service Deputy Agreement with Bridgepoint Insurance Agency & Permit Center, LLC (C-20-063-09-21).
 - P 4/2*

12. Human Resources: *Enika*

- ok* A.
 - P 4/2* ✓ Requesting waiver of the following, if applicable, for personnel items listed:
 - 1. Civil Service Commission Rules - Section 3.22
 - 2. Hidalgo County Personnel Policy Manual - Section 6.27
 - ✓ 3. Budget Amendment Policy - Personnel Related Amendments
- ok* B. AI-95497 Approval to appoint Yenngoc Le, student at UTRGV, as an intern under the Hidalgo County Health Department for the period of June 3, 2024 through August 15, 2024.
 - P 4/2*
- ok* C. AI-95402 Health - CSLFRF-PH-NEI P/R-Bio Safety/Public Health-El Paraiso (1290): *34 positions*
 - P 4/2* ✓ 1. Approval of the following actions as per Exhibit A, effective next full pay period 06/03/2024.
 - ✓ 2. Approval to revise the Classified Positions List in accordance with the action above.
 - Health - Public Health Infrastructure Grant (1293):
 - P 4/2* ✓ 3. Approval of the following actions as per Exhibit B, effective 07/01/2024:



Santos Castilleja <santos.castilleja@hidalgocountytax.org>

Re: Corrected - Request legal approval for a First amendment to the Full Service Deputy Contract with BridgePoint Insurance Agency & Permit Center

1 message

Robert Vina <robert.vina@da.co.hidalgo.tx.us> Thu, May 23, 2024 at 5:03 PM
To: Santos Castilleja <santos.castilleja@hidalgocountytax.org>
Cc: "villarreal, paul" <paul.villarreal@hidalgocountytax.org>, "Garza, Victor" <victor.garza@da.co.hidalgo.tx.us>, "rene.medrano@txdmv.gov" <rene.medrano@txdmv.gov>, "mireles, eva" <eva.mireles@hidalgocountytax.org>, Dagoberto Soto <dagoberto.soto@co.hidalgo.tx.us>, "ochoa, gabriel" <gabriel.ochoa@hidalgocountytax.org>, Michelle Lopez <michelle.lopez@da.co.hidalgo.tx.us>, Jacqueline Villarreal <jacqueline.villarreal@da.co.hidalgo.tx.us>

Good Afternoon Mr. Castilleja,
This office reviewed the First Amendment to the Full Service Deputy Agreement with Bridgepoint and at this time the same is approved as to form.

Please let me know if you have any questions.
Respectfully,

Robert Viña III
Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney
Hidalgo County, Texas
100 E. Cano
Edinburg, TX 78539
(956) 292-7609 EXT 8187
(956) 292-7619 FAX

robert.vina@da.co.hidalgo.tx.us

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On Thu, May 23, 2024 at 4:57 PM Santos Castilleja <santos.castilleja@hidalgocountytax.org> wrote:

May 23, 2024

The Honorable Toribio "Terry" Palacios
Hidalgo County District Attorney
[100 N. Closner Rm. 303](#)
[Edinburg, TX 78539](#)