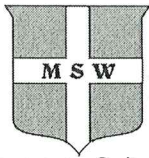


Service Agreement for Insurance & Risk Management Services

THIS SERVICE AGREEMENT (this “Agreement”) is between **MCGRIFF, SEIBELS & WILLIAMS** (“MSW”) and **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas (“The County”).

The County and MSW agree as follows:

1. MSW will provide services for the County for as set forth within MSW’s response to the SCOPE OF SERVICES letter dated March 6th, 2020.
2. The County will provide MSW with all information necessary to enable MSW to provide selected Risk Management Services.
3. Remuneration:
 - A. The County will pay MSW an annual fee of \$42,100. The fee will be deemed fully earned on the annual commencement date.
 - B. The Fee will be payable upon receipt of an invoice by the County.
 - C. With respect to Insurance Placements and/or Risk Management Services undertaken on behalf of the County that are not contemplated by this Agreement, MSW may be compensated pursuant to a separate Service Agreement or by the insurance companies and/or intermediaries utilized in such Insurance Placements.
4. This Agreement and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the state of Texas, specifically Williamson County, Texas **To obtain information on how to file a complaint regarding fees, Contact the Texas Department of Insurance at 1-800-252-3439.**
5. This Agreement commences on **April 1, 2020** and ends on **April 1, 2025**, unless terminated prior to that date by either party hereto on 30 days’ notice to the other party. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
6. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.



McGriff, Seibels & Williams of Texas, Inc.

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- 7. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- 8. Both parties agree that should the County want to review documents specifically related to the services rendered, the County will give MSW notice within a reasonable timeframe and MSW will provide documentation to substantiate said services.
- 9. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

IN WITNESS WHEREOF, the County and MSW have executed this Agreement.

McGriff, Seibels & Williams of Texas, Inc.

Williamson County, Texas

By:  _____

By: _____

Name: Ben Odom

Name: _____

Title: Vice President

Title: _____