

**Award Documentation for
RFP 2018-808
Insurance Consulting/Advisory Services
for Gregg County, Texas**



Gregg County Purchasing Department

Kelli L. Davis, CPPB, Purchasing Agent

101 E. Methvin St., Suite 205, Longview, Texas 75601

(903) 237-2684 ♦ purchasing@co.gregg.tx.us

June 11, 2018

McGriff, Seibels & Williams, Inc.

Johnny Fontenot

5080 Spectrum Drive

Suite 900E

Addison, TX 75001

jfon@mcgriff.com

469-232-2160

Mr. Fontenot,

I am pleased to inform you that the Gregg County Commissioners Court awarded a contract for the provision of the Property & Casualty Insurance Consulting/Advisory Services for Gregg County RFP 2018-808 on the June 11, 2018 Agenda. Please review the attached contract and sign and return to Gregg County within fourteen (14) business days of receipt.

Thank you for your interest in doing business with Gregg County, we look forward to working with you. If you have any questions or problems throughout the contract period; please feel free to contact my office.

Regards,

Kelli Davis, CPPB

Gregg County Purchasing Agent

Longview, Texas

Consultant Service Agreement

THIS CONSULTANT SERVICE AGREEMENT ("Agreement") is between MCGRIFF, SEIBELS & WILLIAMS, INC. ("MSW"), 5080 Spectrum Drive, Suite 900E, Addison, Texas 75001 and GREGG COUNTY, TEXAS ("Client"), 101 East Methvin, Longview, Texas 75601.

It is **AGREED** and **UNDERSTOOD** that this Consultant Service Agreement is for Property & Casualty Insurance Consulting/Advisory Services provided by MSW to Client in accordance with "RFP 2018-808: Insurance Consulting/Advisory Services General Liability for Gregg County, Texas" referred to as Exhibit A and the response submitted by MSW to RFP 2018-808 referred to as Exhibit B.

The Client and MSW agree as follows:

1. MSW shall act as Client's Insurance Consultant and provide Client with professional insurance counseling and advisory services, as well as the potential placement of insurance, as set out in Exhibit A and Exhibit B. Exhibit A and Exhibit B are attached hereto and made a part hereof for all purposes.
2. The Client will provide MSW with all information necessary to enable MSW to provide the services to Client as set out in this Agreement.
3. MSW agrees to perform the services described in this Agreement in a professional and timely manner.
4. MSW may place insurance on behalf of the Client as described in this Agreement and Exhibits A, B, and C. MSW shall obtain the prior written approval of Client, through the action of its Gregg County Commissioners Court before the placement, change, and/or cancellation of all current or new lines of coverage. The Parties agree and understand the Client shall not purchase any insurance product through MSW in its capacity as a producer, broker or consultant without the prior written approval of Gregg County Commissioners Court
5. Remuneration:
 - A. The Client will pay MSW on a Fee Only basis for all services rendered to Client by MSW under this Agreement. The total Fee is twenty thousand (\$20,000.00) dollars per year (Fee Agreement) is "Fee based only".
 - B. The fee will be billed monthly and payable within 30 days of Client's receipt of the invoice from MSW by the Client.

- C. MSW acknowledges and agrees that the remuneration under this Agreement is Fee Only. MSW shall not accept any other form of remuneration for services rendered to Client, including, but not limited to, any monetary or non-monetary compensation or commission pursuant to any (1) market service agreement, (2) placement service agreement, or (3) agreement providing for any bonus, override or contingency that would be received from any type of intermediary or insurance company. Further, MSW will instruct all insurance companies to exclude insurance policies from any contingency agreements, commissions, bonuses and overrides. (Texas Local Government Code, section 262.036)-
- D. MSW reserves the right to engage its related affiliates and/or subsidiaries only as set out herein. MSW acknowledges and agrees that use of these business partners and/or service providers shall not result in the accrual of additional income or benefits, in any form, to MSW or MSW-related subsidiaries and affiliates other than the fee set out herein. Any potential engagement of said business partners, subsidiaries and/or service providers will be disclosed in writing to Client and approved by the Gregg County Commissioners Court prior to the engagement of any such affiliates, subsidiaries, business partners and/or service providers. (Texas Local Government Code, Section 262.036)
6. 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. **Venue for all matters arising in any way connected to this Agreement shall be in Gregg County, Texas.**

**To obtain information on how to file a complaint regarding fees,
Contact the Texas Department of Insurance at 1-800-252-3439.**

7. The term of this Agreement shall be for a period of two (2) years beginning on the date of execution of this Agreement as shown below. At the end of the initial two (2) year term, this Agreement may be renewed for four (4) additional one (1) year terms if agreed to in writing by the Client and MSW at least one hundred and twenty (120) days prior to the end of any term. All renewals of this Agreement must be agreed upon by both parties and approved by the Gregg County Commissioners Court.
8. Either party may terminate this Agreement, without fault, upon 30 days advance written notice to the other party.
9. MSW acknowledges and agrees that MSW is not appointed as a "Broker of Record" under this Agreement. Such appointment, if any, must be made by agreed written amendment to this Agreement executed by both parties and approved by the Gregg County Commissioners Court. MSW shall not bind or place any coverage on behalf of Client prior to the consideration and approval of such action by the Gregg County Commissioners Court (Client). MSW shall comply with all requirements set out in this Agreement.

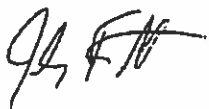
10. MSW will provide insurance consulting/advisory services to Client and meet the needs of Client in properly administering Client's Property & Casualty Insurance program. MSW affirms that it is lawfully licensed as a Property & Casualty Insurance Counselor.
11. *Notices.* All notices, requests, consents, demands, and other communications hereunder must be in writing, addressed to the receiving Party's address set forth below or to such other address as a Party may designate by notice hereunder, and will be either (i) delivered by hand, which delivery shall be deemed to have been received on the day it is personally delivered, (ii) made by email, facsimile transmission or other direct written electronic means with confirmed receipt, which notice shall be deemed to have been received on the date on which it was confirmed received by the recipient thereof, (iii) sent by overnight courier, or (iv) sent by registered or certified mail, return receipt requested, postage prepaid, which notice shall be deemed to have been received on the third (3rd) business day following the date on which it is mailed) to the parties at the addresses set forth below.
12. *Indemnification by Client.* Client shall indemnify and hold harmless, to the extent allowed by Texas Constitution and Law, MSW from and against any damages, losses, and liabilities arising out of any act or omission by Client or its employees, by or on behalf of Covered Entity, which constitutes a negligent or willful violation of HIPAA or the HIPAA Regulations by Client, its employees, or Covered Entity.
13. *Indemnification by MSW.* MSW shall indemnify and hold harmless Client from and against any damages, losses and liabilities, including attorney fees, arising out of any act or omission by MSW or its officers, employees, subcontractors or agents by or on behalf of MSW which constitutes negligent or willful violation of this Agreement or of HIPAA or the HIPAA Regulations or other applicable law or regulation by MSW or its officers, employees, subcontractors, or agents.
14. *Waiver.* No waiver of any right hereunder shall be effective for any purpose unless in a writing that is signed by the Party possessing said right; nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.
15. *Assignment.* No Party to this Agreement may assign its rights or delegate its duties or liabilities under this Agreement without the prior written consent of the other Party.
16. *Entire Agreement.* This Agreement embodies the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.
17. *Headings.* The headings and captions of the various sections of this Agreement are for convenience of reference only and shall in no way modify, or affect the meaning or construction of any of the terms or provisions hereof.

18. *No Third Party Beneficiaries.* There are no intended third party beneficiaries under this Agreement.
19. *Force Majeure.* Neither Party shall be liable for any delay or failure to perform under this Agreement if such delay or failure is (i) directly caused by acts of God, war, acts of terrorists, explosion, fire, flood, earthquakes, epidemics, unforeseen communications or information system failures, acts of civil or military authorities or civil disturbance and (ii) could not have been prevented or circumvented by the non-performing Party's reasonable precautions or commercially accepted processes (including through the use of substitute services, alternate sources, work-around plans, the implementation of appropriate security measures or disaster recovery measures) (a "**Force Majeure Event**"). The Party experiencing any delay or failure as a result of any such Force Majeure Event shall: (i) provide prompt written notice of the actual or anticipated delay or failure to the other Party; and (ii) use reasonable commercial efforts to either remedy the delay or failure, or implement a plan (including business continuity and disaster recovery plans) to remedy the delay or failure in a manner which minimizes the disruption to the other Party.
20. *Severability.* The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained.
21. This Agreement may be executed in duplicate originals.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have approved and executed this INSURANCE CONSULTANT AGREEMENT on this the 11th day of June, 2018.

MSW,
McGriff, Seibels and Williams. Inc.

CLIENT,
Gregg County, Texas

By: 


By: 

Name: Johnny Fontenot

Name: Bill Stoudt

Title: Executive Vice-President

Title: Gregg County Judge

Manager's Initial: JM 

ATTEST:



Connie Wade
Gregg County Clerk

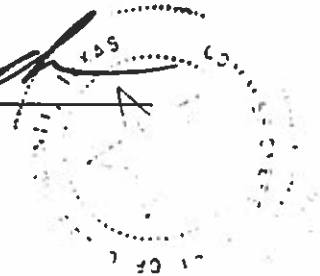


EXHIBIT A

**Gregg County Request for Proposals
Insurance Consulting/Advisory Services General Liability
RFP# 2018-808**

EXHIBIT B

**MSW's (McGriff, Seibels and Williams, Inc.) response to Gregg County's Request for Proposals
for Insurance Consulting/Advisory Services General Liability, RFP# 2018-808**

(to be attached)

EXHIBIT C

The Client has requested Insurance Consulting/Advisory Services for the following lines of coverage as included in Attachment A bid packet RFP 2018-808 Insurance Consulting/Advisory Services General Liability and Attachment B proposal submission to RFP 2018-808 from MSW.

Property
Commercial Crime
Auto
Cyber Theft
Commercial General Liability
Employee Benefits Liability
Public Officials Liability
State Judges Professional Liability
Law Enforcement Liability
Gregg Co., Jail / Medical Services
Health Department
East Texas Regional Airport
Employee Benefit Plan
Storage Tank Systems

**GREGG COUNTY
COMMISSIONERS COURT AGENDA
REGULAR MEETING**

**Monday, June 11, 2018 @ 10:00 a.m.
Commissioners' Courtroom – 3rd Floor – Courthouse
101 East Methvin Street – Longview, Texas**

1. **Approve payroll and transfer of funds.**
2. **Approve bills payable, budget amendments, and budget transfer amendments.**
3. **Approve health plan claims payments.**
4. **PUBLIC COMMENTS**
5. **AUDITORS**
 - a. **Acknowledgement of Auditor's Financial Reports and Special Receipt Report for May 2018 term.**
6. **COMMISSIONERS**
 - a. **Acknowledge Road and Bridge Report for May 2018 term.**
 - b. **Precinct 3 - request approval to transfer funds to purchase new air conditioning unit and replace flooring at the Olivia R. Hilburn Community Building.**
 - c. **Precinct 4 – request approval to transfer funds for the purchase of 2018 Series 3500 Crew Cab Dump Truck in the amount of \$37,028.00.**
7. **COUNTY CLERK**
 - a. **Request approval of Commissioners Court minutes for the May 2018 term.**
 - b. **Request approval for 5-year renewal of contract (#HHSREV100000835) with Texas Department of State Health Services Vital Statistics Section for continued access to Texas Electronic Registration Remote System for the issuance of birth certificates effective 9-1-18 until 8-31-23.**
8. **COUNTY JUDGE**
 - a. **Consider approval to grant discretionary exemption to retain legal services for Gregg County, as provided for in Texas Local Government Code 262.024 (a)(4), and authorize County Judge to execute all legal documents pertaining to this transaction.**
9. **EAST TEXAS REGIONAL AIRPORT**
 - a. **Discussion and any necessary action including, but not limited to, approval to negotiate the purchase and removal of trees on private property that create obstructions adjacent to the Airport. East Texas Forestry Service appraised the trees (appraisal is**

attached). TxDOT FY2018 RAMP Grant Funds will be used to purchase the trees.

10. HEALTH DEPARTMENT

- a. Request Court's authorization to accept annual Department of State Health Services' immunization contract in the amount of \$216,605.00, representing no cost to the County, effective September 1, 2018 and ending on August 31, 2019.

11. HUMAN RESOURCES

- a. Consider for approval the transfer of funds to pay accrued leave for resigned employee, additional hours during Open Enrollment for newly-hired employee, and part-time employee during Open Enrollment.

12. INVESTMENTS

- a. Request approval to release collateral as follows:
 - \$5,000,000.00 FHLB Letter of Credit
 - \$1,534,753.65 Securities

13. PURCHASING

- a. Consider approval of contract for insurance consultant for Gregg County, RFP 2018-808.
- b. Consider approval of budget transfer in the amount of \$6,000.00 from Purchasing Department Salaries and Wages (salary lag) 650110 to Purchasing Department Part-Time 650130 for additional hours needed to manage the County asset inventory.

14. SHERIFF

- a. Request approval for Gregg County Historical Museum, a 501(c)(3) non-profit organization, to use inmate labor in accordance with the Texas Code of Criminal Procedure Art. 43.10(4) Manual Labor.

15. WELLNESS COMMITTEE

- a. Presentation of prizes for recent "Walk Across Texas!" competition.
- b. The awarding of ten (10) blood pressure monitors to various County offices.

16. ADJOURN