



## COMMISSIONERS COURT COMMUNICATION

AGENDA DATE: 12/19/2011

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO  
(IF APPLICABLE): \_\_\_\_\_

**SUBJECT:** Approve and authorize the County Judge to sign the Insurance Brokerage Services Agreement between the County of El Paso and Wells Fargo Insurance Services. The agreement (KK-11-604) has been reviewed by the County Attorney's Office.

**BACKGROUND/DISCUSSION OF TOPIC:** In 2009, the Commissioners Court awarded a bid (RFP#09-062) to Wells Fargo Insurance Company to provide Insurance Brokerage Services to the County of El Paso. The services include obtaining and managing property, general liability, automobile, and public official's liability insurance coverage. The cost for these services is \$22,800 annually. The contract is for a one-year period and is renewable on an annual basis.

**FISCAL IMPACT:** This proposal was approved during the budget process and is included in the current budget.

**RECOMMENDATION:** Approve and authorize the County Judge to sign the Insurance Brokerage Services Agreement between the County of El Paso and Wells Fargo Insurance Services.

SUBMITTED BY:	Betsy C. Keller, SPHR Director of Human Resources		
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INSURANCE BROKERAGE SERVICES AGREEMENT  
BETWEEN  
THE COUNTY OF EL PASO  
AND  
WELLS FARGO INSURANCE SERVICES USA, INC.

This Agreement is entered into by and between Wells Fargo Insurance Services USA, Inc. (hereafter referred to as "WFIS") and the County of El Paso, a political subdivision of the State of Texas (hereafter referred to as "COUNTY") wherein the parties agree as follows:

Article I. Term and Termination

1.1. Term of Agreement. This Agreement is effective beginning October 1, 2011, regardless of the date of its execution, and expires on September 30, 2012. Upon expiration of the term of this Agreement, this Agreement may continue on a month-to-month basis for a period not to exceed twelve months, at the rates set out in this Agreement unless thirty (30) days written notice of termination or intention not to renew is given by either party, or this Agreement is superseded by a subsequent Agreement.

1.2. Termination.

1.2.1. If COUNTY is in violation of any State or Federal law or regulation material to this Agreement, WFIS, at its option, may terminate this Agreement immediately, upon written notice to COUNTY. If WFIS is in violation of any State or Federal law or regulation material to this Agreement, COUNTY, at its option, may terminate this Agreement immediately, upon written notice to COUNTY.

1.2.2. Either Party may terminate this agreement upon thirty (30) days written notice of termination is given by either party at the address pursuant to the terms of section 4.5 below.

Article II. Obligations of WFIS

2.1 Category of Service. WFIS agrees to provide to COUNTY the categories of Insurance Services as set forth in COUNTY Request for Proposal #09-062, Commercial Insurance for the County of El Paso and WFIS's Response to RFP #09-062 (hereafter "Documentation"), incorporated herein as though fully set forth for all purposes. These services include obtaining and managing property, general liability, automobile, excess workers' compensation and, if requested, public officials liability insurance coverage.

2.2 Independent Contractor Status. WFIS shall provide the Insurance Services under the terms of this Agreement to COUNTY as an independent contractor and in no event shall WFIS or any of its agents or employees be considered an employee of COUNTY. WFIS is not an agent of COUNTY and shall have no authority to contract for or bind COUNTY to any agreement.

2.3 Insurance. WFIS agrees to maintain Errors & Omissions insurance coverage during the entire term of this Agreement in a minimum amount of at least \$1,000,000 each

occurrence and \$1,000,000 aggregate. WFIS shall provide proof of this insurance to COUNTY.

### Article III. Obligations of COUNTY

- 3.1 Compensation. For services rendered by WFIS hereunder, COUNTY agrees to pay WFIS \$22,800. WFIS shall not send an invoice to COUNTY for the amount due to WFIS for the current term until after WFIS has received the invoices and insurance coverage forms from the insurance provider. WFIS should receive these invoices and coverage forms after the beginning of COUNTY's fiscal year (October 1, 2011), which is the beginning of the insurance coverage period. Upon receipt, WFIS will forward to COUNTY the invoices and coverage forms from the insurance provider, as well as WFIS's invoice for its services. The invoices are due and payable within 30 days after receipt by COUNTY.
- 3.2 Suspension of Services for Non-Payment. WFIS reserves the right to withhold further services and any and all work product if COUNTY fails to pay the invoice for insurance services within thirty (30) days of receipt of said invoice. In such event, WFIS shall give COUNTY written notice of suspension of services and its election of its option to withhold work product.
- 3.3 Access to Premises and Records. COUNTY shall permit WFIS and its designated agents reasonable access to COUNTY's work premises and business records and shall provide such information as may be required by WFIS to perform its services hereunder. Any information by and given to WFIS shall solely for the purpose of providing services to the COUNTY and shall remain the property of the COUNTY and not used by WFIS for any other purpose nor shared with any third party outside the purpose of this Agreement, as further provided in Section 4.01.

### Article IV. Miscellaneous Provisions

- 4.1 Confidentiality. WFIS acknowledges and agrees that any and all information provided by COUNTY concerning any of its business, premises, programs or enterprises, is confidential information and shall not be disclosed to any third party without COUNTY's consent. COUNTY hereby acknowledges that all recommendations, advice, procedures and manuals, made or given by WFIS shall be and remain confidential information and shall not be disclosed to any third party without the written consent of WFIS. This promise of confidentiality is subject to the requirements of the Texas Public Information Act, found in chapter 552 of the Texas Government Code, as amended.
- 4.2 Assignability. This Agreement, and any rights hereunder, may not be assigned by either party, without having first obtained the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon the parties' heirs, successors and assigns.
- 4.3 Texas Law to Control. This Agreement shall be governed by the laws of the State of Texas. Venue shall be in El Paso, Texas.

- 4.4 Complete Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior and contemporaneous agreements or understandings, written or oral by the parties hereto. This Agreement may be amended only in writing, executed by both parties. No waiver of one or more of the provisions of this Agreement shall constitute a waiver of any of the other provisions hereto.
- 4.5 Notice. All notices to be given pursuant to this Agreement shall be in writing, and shall be deemed to have been given when either personally delivered or when sent by United States Mail, certified, return receipt requested, postage pre-paid, to the address set forth above each party's signature hereto.

WELLS FARGO INSURANCE SERVICES USA INC.  
2505 E. MISSOURI  
EL PASO, TEXAS 79903

By: \_\_\_\_\_  
James E. Brundage  
Vice President

Date: \_\_\_\_\_

THE COUNTY OF EL PASO, TEXAS  
500 E. SAN ANTONIO, SUITE 301  
EL PASO, TEXAS 79901

By: \_\_\_\_\_  
Veronica Escobar  
County Judge

Date: \_\_\_\_\_

## **COUNTY LEGAL REVIEW FORM**

KK-11-604

Contract Description: Risk Management- Wells Fargo

### **COUNTY ATTORNEY ACTION\*\***

**\*\*Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

☒ Approved as to Form as Submitted

☐ Approved as to Form with Amendments/Modifications/Reservations Noted Below\*

☐ Not Approved

\*1) NA

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

**Josefina J. Brostrom**  
**Assistant County Attorney**