

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this “Agreement”) is made and entered into effective as of the 26th day of July, 2022, by and between the City of Willow Park (“City”) and Tommy Morris Agency LLC (“Consultant”).

W I T N E S S E T H

WHEREAS, City is seeking competitive sealed proposals for group health, dental, vision and life insurance (the “City Employee Benefit Program”) for City employees and their dependents;

WHEREAS, City desires to have Consultant provide the following professional insurance consulting services (the “Services”) to the City: i) develop proposal specifications to solicit sealed proposals for the City Employee Benefit Program for Fiscal Year 2022-23; ii) solicit proposals for the City Employee Benefit Program; and (iii) analyze proposals received for the City Employee Benefit Program;

WHEREAS, Consultant is experienced in the Services and desires to enter into this Agreement with the City.

NOW, THEREFORE, in consideration of the premises and of the covenants, promises, conditions and undertakings contained herein, the parties hereby agree as follows:

TERMS

Section 1. Term of Agreement. This Agreement shall be effective as of July 26, 2022, and shall continue in effect until the completion of the performance of the Services, or until the agreement is terminated by either party upon ten (10) days prior written notice. Upon mutual agreement of the parties, the Agreement may be extended for additional terms of one (1) year.

Section 2. Independent Consultant. Consultant shall perform its duties and obligations hereunder as an independent consultant and nothing contained herein shall be deemed to create a relationship of employer-employee, master-servant, agency, partnership, or joint venture.

Section 3. Description of Services. Consultant shall provide the City with the Services as defined herein.

Section 4. Time to be Devoted to Services. This Agreement commits Consultant to devote sufficient time and attention to the performance of the Services while this Agreement is in effect so as to provide City with the Services contemplated herein.

Section 5. Compensation. In consideration of the Services to be performed by Consultant, City shall pay Consultant the sum of \$100.00 payable upon the signing of the Agreement by both parties. This fee is not refundable. In addition, Consultant may earn

commissions from the insurance carrier(s) who are awarded the contract to provide the City Employee Benefits Program by the City.

Section 6. Confidential Information. In the course of the performance of the Services, Consultant may have access to confidential information, records, data, and/or processes owned by or in the possession of City (or any affiliate) and used in the course of City's business, including confidential information related to the Services. Except as needed in the performance of the Services provided herein, Consultant shall not directly or indirectly disclose to any party or parties or use any such confidential information, records, data, and/or processes owned by or in the possession of City (or any affiliate) or related to Services, without the prior written consent of City.

Section 7. No Consequential Damages. In no event shall either party, or its respective officers, Council members, agents and employees, be liable (in contract or in tort, including negligence, strict liability, indemnity and warranty) to the other party for special, indirect, incidental or consequential damages, including but not limited to loss of profits or revenues, loss of goodwill, claims of customers, cost of capital, or similar damages arising from the performance or nonperformance of this Agreement.

Section 8. Amendments. This Agreement may only be amended by a writing signed by all of the parties to this Agreement.

Section 9. Sole and Only Agreement. This Agreement constitutes the sole and only agreement of the parties hereto respecting the subject matter of this Agreement and correctly sets forth the rights, duties and obligations of each to the other in relations thereto as of the date hereof. Any prior agreements, promises, negotiations, or representations concerning its subject matter not expressly set forth in this Agreement shall have no further force or effect.

Section 10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

Section 11. Waiver. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision. Any waiver must be in writing signed by an authorized representative of the waiving party.

Section 12. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, it shall be severed herefrom and, to the extent possible, this Agreement shall continue in full force and effect.

Section 13. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any disputes arising out of this Agreement shall be in a State District Court in Parker County, Texas.

Section 14. Assignment. Neither party may assign its interest hereunder without the prior written approval of the other party, such approval to be within the sole discretion of each

party. The rights, benefits and remedies herein shall inure to the benefit of permitted successors, assigns, and heirs.

IN WITNESS WHEREOF, the parties have each duly executed this Agreement or caused this Agreement to be duly executed on its behalf to be effective as of the day and year first above written.

CITY OF WILLOW PARK

By: _____
DOYLE MOSS, Mayor

CONSULTANT:
TOMMY MORRIS AGENCY LLC

By: _____
Nancy Johnson, Chief Executive Officer