

**Appendix B: Additional Terms and Conditions for Hilltop Securities
PID Financial Advisory Services**

1. All Additional Terms and Conditions set forth by the County shall take precedence over and supersede any terms from the Firm's Standard Terms of Representation in the event of a conflict.
2. Payments will be made in accordance with Government Code, Title 10, Subtitle F Chapter 2251.021 Time for Payment by Government Entity.
3. Indemnification - To the fullest extent permitted by applicable law, Firm shall and does agree to indemnify, and hold harmless, Collin County, from and against all claims, including attorney's fees and court costs, arising out of, caused by, or resulting from any negligent, wrongful or tortious act or omission in the performance of this agreement by Firm.
4. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.
5. Hilltop Securities Inc. shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent from Collin County.
6. In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.
7. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.
8. Severability: If any term or provision of this Engagement Letter is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Engagement Letter or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Engagement Letter so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
9. Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Engagement Letter, for any failure or delay in fulfilling or performing any term of this Engagement Letter, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.
10. The contract shall remain in effect until any of the following occurs: delivery of the product(s) and or completion and acceptance of by Collin County of product(s) and or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation. Collin County reserves the right to terminate the contract immediately in the event the Provider fails to meet delivery

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or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Provider.

11. Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
12. Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If a delay is foreseen, the Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if the reason appears valid.
13. Collin County shall generate a purchase order(s) to the Provider and the purchase order number must appear on all itemized invoices. Collin County will not be responsible for any services rendered without a valid purchase order number.
14. Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
 - a. Collin County Purchase Order Number;
 - b. Provider's Name, Address and Tax Identification Number;
 - c. Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
15. All warranties shall be stated as required in the Uniform Commercial Code.
16. The Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
17. The Provider agrees to protect Collin County from any claims involving infringements of patents and/or copyrights.
18. Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Provider for purposes of solicitation. As exception, Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
19. The Provider understands, acknowledges and agrees that if the Provider subcontracts with a third party for services and/or material, the primary Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Provider and the third party, including any payment dispute, will be promptly remedied by the primary Provider. Failure to promptly render a remedy or to make prompt payment to the third party (sub-contractor) may result in the withholding of funds from the primary Provider by Collin County for any payments owed to the third party.
20. Non-Disclosure Agreement: When applicable, Provider shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by Provider, except as provided in the contract/agreement, may cause serious harm or

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damage to Collin County. Therefore, Provider agrees that Provider will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Provider will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Provider, and upon the directors, officers, employees and agents of each.

21. Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.
22. Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a statement in response to this solicitation, the Provider certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of statement submission and time of award, the Provider will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.
23. Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.
24. Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.
25. Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253.

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Hilltop Securities Inc.



Accepted by:

COLLIN COUNTY, TEXAS

Date

Printed Name / Title