

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this _____ day of _____, 2023.

BETWEEN: Burnet County (the "Client") and Pinnacle Consulting Management Group, Inc. (the "Contractor")

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

- 1. Client hereby agrees to engage the Contractor to provide the Client with such services as set forth on Exhibit "A" attached hereto (the "Services"):

Term of Agreement.

- 2. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
- 3. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

Performance

- 4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

- 5. The Contractor shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$377,625.00 (Does not include Pass-Through costs), as set forth in Exhibit "B" (the "Compensation").
- 6. The Client will be invoiced when the Services are complete.
- 7. Invoices submitted by the Contractor to the Client are due within 15 days of receipt.
- 8. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part

of the Contractor.

10. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.
11. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.

Employment of Agents/Retaining of Consultants

12. The Contractor may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Contractor, as set forth on Exhibit "A", attached hereto, under this Agreement.

Trade Secrets

13. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.
14. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

Ownership of Intellectual Property

15. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
16. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

17. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

Capacity/Independent Contractor

18. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state

or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Burnet County
133 E Jackson Street
Burnet, TX 78611
- b. Pinnacle Consulting Management Group, Inc.
1400 Brown Trail, Suite A
Bedford, TX 76022

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

20. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

23. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

24. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Governing Law

25. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

Severability

26. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

27. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ____ day of _____, 2023.

Burnet County

Pinnacle Consulting Management Group, Inc.

BY: _____

BY: Marcus Boyd, Vice President

Negotiation Services

- Acquisition Provider shall analyze preliminary Title Commitment report to determine potential title problems, propose and inform local County office of methods to cure title deficiencies. This includes analysis of access easements.
- Acquisition Provider shall secure Title Commitment updates in accordance with insurance rules and requirements for parcel payment submissions. There should not be any changes at this point, but if there are changes (such as abstractor's fees) these costs must be reimbursed to the Acquisition Provider as pass-through costs.
- Acquisition Provider shall analyze appraisal and appraisal review reports and confirm the County's approved value prior to making an offer for each parcel.
- Acquisition Provider shall prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- Acquisition Provider shall issue property description to the property owner.
- Securing Possession and Use Agreement for Transportation Purposes with Additional Payment of Independent Consideration (PUAIC) is part of general Negotiation Services. Acquisition Provider shall explain and provide the opportunity for the property owner to execute a PUAIC in accordance with TxDOT/County policy and procedures. (If Applicable)
- Acquisition Provider shall prepare all documents required or requested by the County on applicable TxDOT or County forms. (i.e.; the initial offer letter, memorandum of agreement, instruments of conveyance)
- Acquisition Provider shall send the written offer, appraisal report and required brochures to each property owner or the property owner's designated representative through CMRRR; maintain coordination of all closing activities, including but not limited to following-up on contacts and securing the necessary instruments upon acceptance of the County's offer; and retain copies of the unsigned CMRRR receipt and the appraisal as support for billing purposes.
- Acquisition Provider shall respond to property owner inquiries verbally and in writing within two business days.
- Acquisition Provider shall prepare a separate negotiator contact report for each parcel, per contact, on applicable TxDOT/County forms.
- The curative services necessary to provide a clear title to the State are the responsibility of the Acquisition Provider and thus are part of the Acquisition Provider's fee for Negotiation Services and Condemnation Support Services.

Exhibit A - Services

Curative services do not include costs and expenses that qualify as payment of incidental expenses to transfer real property to the County. Incidental expenses not paid to the title company are reimbursed as a pass-through cost.

- Acquisition Provider shall have direct contact with the title company to obtain an updated Title Commitment along with other forms and certified copies of the instrument of conveyance necessary when requesting the parcel payment through local County office.
- All original documents generated or received by the Acquisition Provider must be delivered to local County office. Copies or working file documents must be kept by the Acquisition Provider. Acquisition Provider shall maintain parcel files of original documentation related to the purchase of the real property or property interests.
- Acquisition Provider shall provide closing services in conjunction with the title company and shall be required to attend closings. In the event of a closing by mail, title work must be reviewed prior to the closing by mail and again prior to recording of the instrument.
- Acquisition Provider shall record all original instruments immediately after closing at the respective county clerk's office, except for donations, which must be forwarded to the State for acceptance by the Texas Transportation Commission prior to recording. These costs are reimbursed as pass-through costs.
- Acquisition Provider shall advise property owner of the administrative settlement process, assist them with the preparation of a counter offer package, and shall transmit to the County office any written counter offer from property owners including applicable TxDOT/County forms, supporting documentation and written comments with regard to Administrative Settlements in accordance with TxDOT/County policy and procedures.
- Acquisition Provider shall secure title insurance for all parcels acquired, insuring acceptable title to the State/County. Written approval by the State/County is required for any exception. There should be no charges at this point, but if there are charges (such as abstractor's fees) these costs are reimbursed as a pass-through cost.
- Acquisition Provider shall appear and provide Expert Witness testimony as required.
- Acquisition Provider shall follow current TxDOT/County guidelines when negotiating parcels with Commercial Signs.
- Acquisition Provider shall provide a copy of the Acquisition Services Program Survey along with a stamped return envelope addressed as shown below. All

distributed surveys must have the ROW CSJ and parcel number

Relocation Assistance Services for Residential, Business, Personal Property, and CS (If Applicable)

- If the State/County directs the Acquisition Provider to cease all Contract services and terminate a Work Authorization through no fault of the Acquisition Provider, Acquisition Provider shall work with local County office to determine if each relocation is to proceed or letters rescinding relocation benefits are to be sent.
- If benefits are rescinded, payment for the milestone currently being worked on will be payable in full upon submittal of the complete file to that point.
- Complete relocation files must include a copy of the letter rescinding benefits and all documentation and contact logs capturing communications with the Displacee and complete documentation for any claims payable up to the time the Displacee is notified of their ineligibility for further relocation assistance.
- Acquisition Provider shall provide advance notice of the date and time of the initial meeting with the Displacee regarding the Appraiser's and Relocation Agent's inspection of the subject property.
- Acquisition Provider shall notify all State approved Displacees of eligibility for relocation assistance. At the time of initial contact, the Acquisition Provider shall provide Displacees, that are approved by the State/County, with a Relocation Assistance Packet consisting of the following approved TxDOT forms:
 - Parcel advisory services record
 - Certificate of eligibility
 - Relocation Assistance Brochure
 - Copy of the Relocation Assistance Program Survey along with a stamped return envelope addressed as shown below. All distributed surveys must have the ROW CSJ and parcel number pre-completed by the Relocation Agent before delivery to the Displacee.
- Acquisition Provider shall provide on-going relocation assistance and advisory services to Displacees affected by the acquisition of right of way and deliver the required TxDOT/County forms to local County office that are signed by the Displacee. On-going advisory services include monitoring the move and any necessary relocation activities taken by the Displacee. Frequency and manner for monitoring the move must match the complexity of the relocation, however, the expectation is multiple in-person site visits, which is standard practice, and must be documented in the contact log portion of the required TxDOT/County forms to be submitted at close out.

- Acquisition Provider shall provide 90-day notice:
 - Deliver the 90-day notice and benefits package at the same time as the written offer to purchase is delivered.
 - Not deliver the 90-day notice prior to a personal interview with the Displacee during which time the Relocation Agent determines the type, needs, and eligibilities of the Displacee, or before the issuance of the initial offer.
- Acquisition Provider shall provide 30-day notice to vacate once the State/County has possession of the property. The Displacee must be given a minimum of 90 days' notice prior to being required to vacate.
- Acquisition Provider shall immediately notify local County office if the Displacee does not vacate the premises after 30-day notice expires.
- Acquisition Provider shall prepare all relocation claims on appropriate forms and in accordance with TxDOT/County policies and procedures.
- Relocation Agent must maintain relocation contact logs on appropriate TxDOT/County forms journaling all attempted and completed contacts with all parties, including descriptions of the reasons and outcome for each contact. Copies of all Displacees' emails with date and time sent must be captured in the Acquisition Provider's relocation contact logs.
 - Relocation Agent must:
 - Attend closings on replacement property and ensure supplemental payment is properly distributed.
 - Process and compute increased interest payments as required.
 - Be available for any relocation appeals and meetings.
 - Prepare all relocation payment claim submissions for all Displacees in accordance with TxDOT/County guidelines.
 - Deliver warrants in accordance with TxDOT/County guidelines.
 - Issue Relocation Assistance Program Surveys to all Displacees.
- Acquisition Provider shall provide an executed certification of eligibility with all Displacee claims.
- The local County office must approve the timing and content of any notice to a Displacee concerning relocations prior to the Acquisition Provider sending the notice.

Preliminary Condemnation Support Services

- Acquisition Provider shall prepare the final offer letter, and mail the documents of conveyance by CMRRR.

- The Acquisition Provider shall, upon receipt of a copy of the final offer, request an updated Title Commitment for Eminent Domain from the title company.
- Acquisition Provider shall prepare, if applicable, Bisection, Drainage Easement, Access Easement, and Temporary Construction Easement clauses for the original set of Legal Descriptions supplied by the State/County.
- The Acquisition Provider shall use the information from the Title Commitment and other sources to join all interested parties on the request for eminent domain proceedings. Spouses of owners must be joined.
- Upon completion of the request for eminent domain proceedings by the Acquisition Provider, the Acquisition Provider shall prepare a packet containing all documents listed in the eminent domain package submission checklist. Submit packet to the local County office.

Condemnation Support Services

- The County Attorney files the petition and related documents. Prior to filing the petition, the County coordinates with the Acquisition Provider. The Acquisition Provider is then responsible to file the lis pendens within the legal timeline.
- Acquisition Provider shall record the lis pendens upon receipt of the cause number with the county clerk's office.
- Acquisition Provider shall send a copy of the filed lis pendens and the petition via CMRRR to all named parties within three days of the filing of the lis pendens.
- Acquisition Provider shall send a copy of the condemnation petition to the title company and request an updated Title Commitment. The title company must confirm the appropriate parties were named in the petition and that no changes in title have occurred.
- Following appointment of Special Commissioners (Commissioners) by the judge, the Acquisition Provider shall send via CMRRR the document appointing the Commissioners to the named defendants or their attorneys if represented. The Acquisition Provider shall secure the following documents:
 - Oath of Commissioners signed by the Commissioners;
 - Order Setting the Hearing; and
 - Two copies of the Notice of Hearing signed by the Commissioners.
- If e-filing is not required: Acquisition Provider shall file all originals with the court and send copies marked "copy" to local County office and the County Attorney within three days after filing.
- Acquisition Provider shall coordinate the date and time for the Hearing. If there

is an increase in value to the appraisal, the Acquisition Provider shall send a copy of the updated appraisal along with the post-petition letter to the appropriate parties by CMRRR.

- Acquisition Provider shall coordinate with local County office to reserve a location for Hearings.
- Acquisition Provider shall coordinate the Hearing date with the County Attorney, Appraiser, Engineer, appropriate State witnesses, three Commissioners, and a court reporter. Reasonable effort must be made to accommodate the property owner and their representatives.
- Acquisition Provider shall coordinate a pre-hearing conference prior to the Hearing (the day before or earlier) to discuss facts of the case with the County Attorney, Appraiser, local County office, Engineer, and appropriate County witnesses.
- After the Hearing is set, the Acquisition Provider shall serve Notices of Hearing to the indicated parties in accordance with the methods and time frames set out in Chapter 21 of the Texas Property Code but in no instance less than twenty days prior to the Hearing. If it is necessary to join a federal agency, be advised that they have an additional sixty days after service of the Hearing to prepare. The scheduling of the Hearing must allow for any additional time or any other additional time frame required by law.
- For the service of Notices of Hearing, written approval through the County by the designated TxDOT/County representative is required for any exception to be reimbursed as pass-through cost.
- Once the notices have been served, if e-filing is not required, file the original notices with the court and send copies marked "copy" to local County office and County Attorney.
NOTE: If e-filing is required, the Acquisition Provider shall send served notices to the County Attorney for e-filing.
- Acquisition Provider shall send a reminder, via CMRRR or email, 2-3 weeks in advance to the County Attorney, Appraiser, three Commissioners, court reporter, and local County office concerning Hearing dates.
- Acquisition Provider shall prepare Hearing data sheet and Commissioners' time sheets and submit to the local County office within two business days of the award being signed.
 - If required, Acquisition Provider shall file timesheets with the award. The Judge determines the amount paid to the Commissioners.

- Acquisition Provider shall complete an Application for Texas Identification Number for all Commissioners and Court Reporters.
- If e-filing is not required, the Acquisition Provider shall obtain the signatures of Commissioners on four duplicate originals of the Award of Commissioners and file one with the court for the judge's signature within 48 hours of the Hearing. The Acquisition Provider shall have court clerk file-mark the four duplicate originals and retain three.
- Acquisition Provider shall obtain and distribute three signed and file-marked copies of the Award as follows:
 - One file-marked copy to the title company with a request for a commitment.
 - One file-marked copy to the Assistant Attorney General.
 - One file-marked copy (or certified copy) to the local County office with the previously obtained Commitment to request submission for each Commissioner's fee.
- Acquisition Provider shall send the Commitment and the file-marked award to local County office which then prepares the payment submission for each Commissioner's fee.
- Acquisition Provider shall deposit state warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. NOTE: The Date of Deposit is the Date of Possession.
- Acquisition Provider shall, if objections are filed, facilitate the acquisition of title to real property and if there are serve charges for collection and coordination of precepts, the Acquisition Provider shall be reimbursed for serve charges as pass-through costs.
- Acquisition Provider shall take photographs of the interest to be acquired on the day of deposit (or the day of a PUAIC closing) for relocation verification and date of take appraisal purposes. If a date of take Appraiser has been selected by the County Attorney, the Acquisition Provider shall notify the Appraiser of the date the deposit is going to be made so that the Appraiser may take date of take photographs as well.
- Acquisition Provider shall send written notices of the date of deposit to Local County office and all interested parties.
- Acquisition Provider and any sub-providers must appear as Expert Witness when requested.

Disposal of Property

- Acquisition Provider shall submit current photos of improvements, a list of actual retained improvements, bi-sections for improvements, an exhibit or map by parcel showing the location of all improvements that require demolition, and utility meter number(s) as a complete demolition preparation package acceptable to the local County office.
- Acquisition Provider shall mark improvements and other items in the field for demolition and provide photos as proof of completion as a complete demolition verification package acceptable to the local County office.

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Payment Milestone Structure - Exhibit B

NEGOTIATION (\$6,500.00 Per Parcel)	RELOCATION (If Applicable) (\$3,000 Per Parcel)
Negotiation Services 50% - Presentation of initial offer. 40% - Deed payment submission, OR Recorded PUAIC. 10% - Completed file with recorded Deed and Title Policy.	PERSONAL PROPERTY and CS Relocation Assistance Service 55% - Signed COE, 90-day notice 45% - Signed Certification of Completion and complete file
Preliminary Condemnation Support Services (2,000.00 Per Parcel) 50% - FOL 50% - Submission of Preliminary E-49	Fee for Real Estate Appraisal Services (Total \$84,500.00) 100% payment milestone paid upon delivery of complete appraisal report. Payment of this milestone does not relieve the Appraiser of the responsibility to provide timely corrections to items identified in TxDOT's Administrative Review. Payment is made on a per parcel . Does Not Include Appraisal Updates
Condemnation Support Services (\$6,000 Per Parcel) 50% - Order Setting Hearing signed. 20% - Served Notice of Hearing. 20% - Notice of Deposit. 10% - Complete Parcel File.	Fee for Real Estate Appraisal Review Services (\$23,625.00) 100% payment milestone paid upon submission of TxDOT Tabulation of Values. Payment is made on a per parcel . Does Not include Appraisal Updates
DISPOSAL OF PROPERTY (\$2,000.00 Per Parcel) 50% - Complete demolition preparation package 50% - Complete demolition verification package	Expert Prep and Testimony required by the appraiser are not included within this fee schedule. Fees for this service will be billed at a direct pass-through cost per the appraiser.
Project Management (\$22,500.00) 9 Months - \$2,500.00 - Per Month	Pay pass-through costs of incidental expenses required to transfer real property to the State, fees related to obtaining certified court documents, fees for recording court documents, filing the petition in eminent domain cases and any other recording fees for all original instruments.
Total Contract Amount: \$377,625.00 (Does Not Include Pass-Through Costs)	Fee's provided do not include cost of Fee or Easement Acquisition required for the acquisition of each parcel identified or title services (Abstract/Title Insurances/Releases).