

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
DONATION PROCESSING SERVICES  
(Engraved Brick Program for Animal Shelter)**

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**THIS SERVICES CONTRACT** (hereinafter “Contract”) is made and entered into by and between the **Williamson County Regional Animal Shelter** (hereinafter “The County”), including various political subdivision(s) of the State of Texas, acting herein by and through its governing bodies, and **Bricks R Us, Inc.**, (hereinafter “Service Provider”) with offices located at 201 S Biscayne Blvd, 28<sup>th</sup> Floor, Miami, FL 33131 (ph. 305-931-7773). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

- A. As described in the attached Statement of Work/Quotation and designated as Exhibit “A,” which is incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit “A”, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

**II.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue until the program is completed or when terminated pursuant to paragraph VIII. below.

### III.

**Consideration and Compensation:** Service Provider will be compensated based on fees set forth in Exhibit “A.”

Any payment(s) for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

### IV.

**Entire Contract & Incorporated Documents:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. As described in the attached Statement of Work/Quotation and marked Exhibit “A,” which is incorporated herein as if copied in full; and**

### V.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

**VI.**

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

**VII.**

**Compliance With All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

**VIII.**

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

**IX.**

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**X.**

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XI.**

**Right to Audit:** Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

**XII.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

**XIII.**

**No Assignment:** Service Provider may not assign this Contract.

**XIV.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County’s governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party’s execution below.

**THE COUNTY:**

**SERVICE PROVIDER:**

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Garry Alfred  
\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 2019

Date: 7/24, 2019

**Exhibit "A"**  
**Statement of Work/Quotation**