

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM
FOR PURCHASE OF
GOODS AND SERVICES
DURING COVID-19 OPERATIONS
(Federal Emergency Management
Agency "FEMA" Requirements)**

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Data Projections, Inc. (hereinafter "Vendor"). Customer agrees to engage Vendor as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement 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 Agreement include the following:

- A. Vendor Quote dated 10/15/20_____;
- B. Vendor Sales Agreement;
- C. Williamson County Agreement Addendum; and
- D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

Compliance with All Laws: Vendor agrees and will comply with any and all local, state or federal requirements with respect to the goods or services rendered.

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

Relationship of the Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

Payment: Payment 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 Agreement; (2) the date the performance of the service under the Agreement 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.

VIII.

Termination for Convenience: This agreement 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. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods received.**

IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance:

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XIX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

XX.

False Claims Act Compliance and Program Fraud Prevention: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

XXI.

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

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Vendor: Data Projections, Inc.

Authorized Signature

Date: _____, 2020

Kris Begnaud

Authorized Signature

Date: October 15, 2020



DATA PROJECTIONS

WILCO - AV Bridges for All Courts - TIPS 171001

Quote # 007380
Version 3

Prepared for:

Williamson County

Don Heflin
don.heflin@wilco.org



DATA PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Thursday, October 15, 2020

Williamson County
Don Heflin

,
don.heflin@wilco.org

RE: WILCO - AV Bridges for All Courts - TIPS 171001

Dear Don,

Thank you for allowing Data Projections the opportunity to present this solution for the Williamson County.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Mark Mazac
Account Executive
Austin



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Executive Summary

Scope Introduction

Data Projections is providing this proposal at the request of Williams County for adding Tele-Justice and VTC capabilities using either Webex or Microsoft TEAMS to all Courts and for adding an AV Rack to 1st Floor IDF on South end of building.

-Project Location:

Williamson County Courthouse
All Court Rooms and 1st Floor South IDF
405 Martin Luther King
Georgetown, TX 78626

-Onsite Point of Contact:

Don Heflin
Williamson County – IT
Phone: 512-943-1490
Don.heflin@wilco.org

SCOPE OF WORK

Data Projections will provide and integrate new AV equipment and existing AV equipment into all the WILCO Courtrooms and South IDF as summarized below.

All Courtrooms at Tele-Justice Center:

VIDEO CONFERENCING SYSTEM:

- Existing 4x1 Crestron Video Processor HDMI output will feed Input 1 on Vaddio AV 2x1 Bridge
 - Vaddio AV Bridge HDMI output will Mirror Input and pass Camera PIP onto Cisco Codec
- Crestron DMPS HDMI Output 2 will feed Input 2 on Vaddio AV 2x1 Bridge
 - This will be for User sources from Courtroom
 - AV Bridge / Whatever Client wants to call it will be selected on Touch Panel
 - User will then be able to Pick Camera Layout as well as if Content from in-room sources are needed to feed AV Bridge
 - Dual Camera Mode, Single Camera Mode (Camera 1 or Camera 2), Dual Camera + Room Source Content, Single Camera + Room Source Content
- USB from AV Bridge will be a selectable input on Wilco provided PC Soft Codec of choosing (Zoom, TEAMS, etc.)
- USB from PC will be extended into Courtroom (Location TBD with Client) with Wall-plate in courtroom to host Keyboard and Mouse
 - Alternative option will be non-wall plate version of USB Extender
- OFE PC will be input HDMI 4 on DMPS
- Dante Audio with POE will feed Audio Input/Output on AV Bridge
- RS-232 Control of AV Bridge from Cresnet C2N-IO
 - Wilco has QTY. 1 in overstock based on our last count, so we will only need to order QTY. 9



Executive Summary

South IDF - 1st Floor:

Video:

DPI will provide new AV Rack for the space and relocate all AV equipment into new rack and extend any cables, as required to accommodate the new AV Rack.

Miscellaneous:

- All Cables, Consumables, and Misc. Materials for connectivity (other than NW cables to WICO switches) to the AV System will be provided as part of the proposal.

Special Notes:

- Williamson County will ensure DPI technicians have 1-2 full days of full access to each space(s) for installation and testing of AV Systems in each Courtroom.
- Williamson County ensures that all existing owner-furnished-equipment (OFE) is in good working condition, if applicable.
- Williamson County will ensure Electrical is place for new AV Systems in each Courtroom and in the IDF, if required.

Scope Conclusion:

Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered to Data Projections. Installation date will be confirmed once this documentation is received.

Change Orders:

As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of **Williamson County & Data Projections**. Any requests for deviation to this contract or incomplete client requirements may result in additional fees.

Room 1 - Hardware

* Contains Optional Items

Mfr.	Description	Price	Qty	Ext. Price
AVBridge Integration for Justice Center and JP Courts				
<i>Video Conferencing System</i>				
VADDIO	999-8250- AV Bridge 2x1 N/A 000	\$2,300.61	10	\$23,006.10



Room 1 - Hardware

* Contains Optional Items

Mfr.	Description	Price	Qty	Ext. Price
VADDIO	998-6000-006 DUAL 1/2 RACK MOUNTING KIT	\$98.56	4	\$394.24
Crestron	HD-DA2-4KZ 1:2 HDMI Distribution Amplifier w/4K60 4:4:4 & HDR Support	\$243.90	10	\$2,439.00
CRESTRON	USB-EXT-DM -LOCAL USB over Ethernet Extender with Routing, Host Module	\$365.85	10	\$3,658.50
CRESTRON	USB-NX2-REMOTE-1G-W USB over Ethernet Network Endpoint Wall, Plate with Routing, Remote, White	\$518.29	10	\$5,182.90
Crestron	USB-EXT-DM -LOCAL USB over Ethernet Extender with Routing, Host Module	\$365.85	10*	\$3,658.50
<i>Control System</i>				
Crestron	C2N-IO Control Port Expansion Module	\$182.93	9	\$1,646.37

* Optional Subtotal: **\$3,658.50**

Subtotal: **\$36,327.11**

Room 1 Services

Product Details	Ext. Price
Installation Labor	\$6,000.00
Design/Engineering	\$1,920.00
Project Management	\$1,500.00
Programming Labor	\$14,700.00

Subtotal: **\$24,120.00**

Room 2 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Wilco - New AVRack				



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Room 2 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Middle Atlantic	ERK-4425- 44SP/25D CONFIG AV RACK AV	\$1,441.67	1	\$1,441.67

Subtotal: **\$1,441.67**

Room 2 Services

Product Details	Ext. Price
Installation Labor	\$2,400.00
Project Management	\$375.00

Subtotal: **\$2,775.00**

Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	\$1,053.80

Subtotal: **\$1,053.80**

Service & Maintenance

Product Details	Ext. Price
Service & Maintenance	\$2,643.81

Subtotal: **\$2,643.81**



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WILCO - AV Bridges for All Courts - TIPS 171001



Prepared by:
Austin
Mark Mazac
(512) 271-6538
Fax 512.420.9185
mmazac@dataprojections.com

Prepared for:
Williamson County
,
Don Heflin
(512) 943-1490
don.heflin@wilco.org

Quote Information:
Quote #: 007380
Version: 3
Delivery Date: 10/15/2020
Expiration Date: 11/15/2020

Quote Summary

Description	Amount
Room 1 - Hardware	\$36,327.11
Room 1 Services	\$24,120.00
Room 2 - Hardware	\$1,441.67
Room 2 Services	\$2,775.00
Miscellaneous Materials	\$1,053.80
Service & Maintenance	\$2,643.81

Subtotal: **\$68,361.39**

Shipping: **\$653.40**

Total: **\$69,014.79**

*Optional Expenses

Description	One-Time
Room 1 - Hardware	\$3,658.50

Optional Subtotal: **\$3,658.50**

Payment Options

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	\$69,014.79

Other service options available. Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase



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order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

Austin

Williamson County

Signature: Mark D. Mazac

Name: Mark Mazac

Title: Account Executive

Date: 10/15/2020

Signature: _____

Name: Don Heflin (by Judge Bill Gravell)

Date: _____



Statement of Performance

TERMS AND CONDITIONS

Notice

This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation time frame may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- There is secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data



Statement of Performance

Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.

- If Customer furnished equipment and existing cabling is to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days. {unless otherwise noted}

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed prior to Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Customer walk-through and user acceptance training – prior to Service transition (if purchased)

User Acceptance Training

This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation



Statement of Performance

- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

Change Management Procedure

Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

Payment Schedule

The total for this proposal/project is presented as a “not to exceed” unless Data Projections and the “client” agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled.

Returns

The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer’s warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer’s full warranty from the date of invoice. Data Projections will honor all warranty requirements as depot service. Data Projections supplies a



Statement of Performance

90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. If a Data Projections service agreement is purchased all hardware purchased through Data Projections will be covered with no additional service or replacement fees throughout the life of the agreement even if the hardware is no longer covered under the manufacturer's warranty. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively , Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.

No Waiver of Sovereign Immunity or Powers:

Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

Termination for Convenience:

This agreement 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. In the event of termination,



Statement of Performance

Customer will only be liable for its pro rata share of services rendered and goods actually received.

Texas Prompt Payment Act Compliance:

Payment 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 Customer 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 Customer 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 Customer'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.

Mediation:

The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Venue and Governing Law:

Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Right to Audit:

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