

AMENDMENT NO. 1
TO
PUBLIC INVOLVEMENT SERVICES AGREEMENT

THIS AMENDMENT NO. 1 to that certain Public Involvement Services Agreement is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Rifeline, LLC (the "Firm").

WHEREAS, the County and the Firm executed the Public Involvement Services Agreement dated effective March 26, 2019 (the "Agreement");

WHEREAS, various services to be provided under the Agreement by Firm are for a regional floodplain study (Floodplain Maps Update – Atlas 14 Mapping) for a particular project area in Williamson County, Texas, as set out in a Contract between the Texas Water Development Board and Williamson County [TWDB Commitment No. GN1001290] (the "TWDB Agreement"); and,

WHEREAS, Article VII of TWDB Agreement that the County is a party to requires that all subcontracts executed and issued by County, such as the Agreement between County and Firm, include specific provisions and, thus, the Agreement must be amended to incorporate such provisions; and,

WHEREAS, pursuant to Section 11.12 of the Agreement, the terms of the Agreement may be modified by a written fully executed amendment;

WHEREAS, it has become necessary to amend the Agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Agreement is amended as follows:

The following provision shall be added as Section 11.13 of the Agreement:

11.13 TWDB Agreement Terms.

1. Firm agrees and acknowledges that it is subject to all applicable requirements of the TWDB Agreement and Firm adopts, by reference, the requirements of Article VII of the TWDB Agreement for this Agreement.
2. Firm agrees this Agreement is subject to audit by the Texas State Auditor's Office, and Firm must cooperate with any request for information from the Texas State Auditor, as further described in Section II, Article X, Paragraph 1K of the TWDB Agreement;

- 3. Firm agrees that payments under this Agreement are contingent upon appropriation of funds by the Texas Legislature, as further described in Section II, Article X, Paragraph 1C of the TWDB Agreement;
- 4. Firm agrees that ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Firm or County will become data, materials and work owned by TWDB and Firm will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V of the TWDB Agreement;
- 5. Firm agrees that Firm must keep timely and accurate books and records of accounts according to Generally Accepted Accounting Principles;
- 6. Firm agrees that Firm is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and
- 7. Firm agrees that Firm is an independent contractor and TWDB has no liability resulting from any failure of Firm that results in breach of contract, property damage, personal injury or death.

All other terms of the Agreement are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Firm have executed this Amendment No. 1, in duplicate, to be effective as of December 14, 2021.

FIRM:

Rifeline, LLC

By: _____

Signature

Lynda Rife

Printed Name

President

Title

03/28/2022

Date

COUNTY:

Williamson County, Texas

By: _____

Signature

Printed Name

Title

Date