
WILLIAMSON COUNTY SERVICES CONTRACT

(Zero Abuse Project)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, 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 SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Zero Abuse Project** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain 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 services and work described in the attached Proposal being marked as **Exhibit “A,”** which is incorporated herein to the extent the Proposal meets or exceeds the requirements of County’s solicitation, if applicable.

Should the County choose to add services in addition to those described, 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.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until the Project Completion Date set out on the

signature page hereinbelow or when terminated pursuant to this Contract, whichever event occurs first.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed rate for the specific project herein. The amount of compensation paid to Service Provider for the services shall be capped and paid in the amount set out in **Exhibit "A"** upon final completion of the services as determined by County.

Payment for 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.

This Contract is subject to funding availability and award of grant funds. In the event sufficient grant funds become reduced or unavailable, the County may terminate this Contract without penalty or expense to the County. The County shall be the final authority as to the availability of funds and how available funds will be allotted.

The County is a political subdivision under the laws of the State of Texas and claims exemption for sales and use taxes. The County agrees to provide exemption certificates upon request.

IV.

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 itself out as an agent or official representative of the County. 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.

V.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES'

GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

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. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

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.

Additional Rights and Remedies: Nothing contained herein shall be constructed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

X.

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.

XI.

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.

XII.

Equal Opportunity Clause: Service Provider agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances, and Executive Orders prohibiting and or relating to discrimination. Service Provider shall not discriminate based on race, color, religion, sex, national origin, age, and handicap.

XIII.

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 workspace 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.

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third

parties, and will take care to guard the security of the information at all times.

XVII.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVIII.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XIX.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#) . Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

Entire Contract & Incorporated Documents; Conflicting Terms: 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 into this Contract include the following:

- A. As described in the attached Proposal, and being marked **Exhibit “A;”** and
- B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXIII.

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.

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

Judge Bill Gravell, Jr.
County Judge

Date: _____, 20____

SERVICE PROVIDER:

Zero Abuse Project
Name of Service Provider

Suzanne Severson
Authorized Signature

Suzanne Severson
Printed Name

Date: May 18, 2023

Cooperative Purchasing Contract or Agreement (if applicable): _____

EXHIBIT “A”



EXHIBIT A - PROPOSAL FOR PROFESSIONAL SERVICES

DATE INITIATED: May 11, 2023

Sponsoring Organization	Special Victims Unit - Child Crimes
Event Title	Child Death Investigations
Date and Time of Events	Tuesday, July 18, 2023, 1:30-3:00pm CDT/2:30-4:00pm EDT on ZAP's Zoom video conference platform. Maximum attendance = 95
Presenter	Dr Tyler Counsil
Presentation/Training Fee	TOTAL: \$850.00 <i>Note: If Client requires invoice to list an hourly breakdown of the total fee or any other invoicing requirements including a deadline, client must provide exact structure at time of contract signature.</i>
Event Coordinator Contact Info (Name, title, organization, mailing address, phone, email) Invoicing contact and email (if different)	David Boatright, 512-943-1338; Cell 512-948-2623 David.boatright@wilco.org Business Address: 508 Rock St Georgetown, TX 78626 Invoice Contact email (if different): Mary Johnson, mjohnson@wilco.org

ZAP agrees to:

1. Submit material for handouts not less than one week prior to the presentation.
2. Provide Zoom interactive platform, links, and moderator for up to 95 participants.
3. Adhere to invoicing conference organizer within 30 days of training event.
4. ZAP reserves the right to reschedule or cancel this presentation in the event of an act of war, emergency, natural disaster or for lack of capacity or capability.

Sponsoring Organization agrees to:

1. Payment of ZAP contracted event for the dates of presentation listed above.
 - a. All applicable fees and expenses will be invoiced to the event coordinator at the address listed above unless previous arrangements are made. **If sponsoring organization has any specific billing or expense documentation requirements including invoicing deadlines, they must be disclosed in writing as a part of this signed agreement.**
 - b. Please contact Suzanne Severson (Suzanne@zeroabuseproject.org) for questions regarding invoicing.

2. Should Sponsoring Organization not be permitted to utilize Zoom as a video conference platform, any additional expenses incurred by ZAP in procuring and utilizing another platform will be paid by the Sponsoring Organization. Notice of this requirement must be disclosed in writing at the time of contract execution.
3. Sponsoring Organization agrees to refrain from recording or photography of this event unless express permission has been granted in writing prior to the scheduled event(s).
4. It is expressly understood, intended and agreed that: (a) All parties to this Agreement shall, for all purposes, be treated as independent contractors, not as employees of any other Party to this Agreement; (b) This agreement shall not be construed or interpreted to create an employer-employee relationship between any of the Parties; (c) No Party shall be entitled to any compensation, payments or benefits other than the amounts specified in this Agreement; (d) No party shall be entitled to receive any benefits from another party, nor shall any Party be entitled to participate in any employee benefit plans now or hereafter offered by another Party or its affiliates; (e) the Event Coordinator shall prepare and send ZAP an annual Form 1099, if required, showing the total amounts paid to ZAP hereunder; and (f) each Party shall be responsible for paying all federal, state and local taxes, fees and other amounts arising from or relating to any services provided pursuant to this Agreement and the compensation relating thereto including, without limitation: (i) All income taxes, withholding taxes, self-employment taxes, and social security taxes; (ii) All sales and use taxes, if any; (iii) All license fees, permit fees and assessments; and (iv) All contributions and assessments which may be required under any applicable unemployment or worker's compensation laws.
5. It is expressly understood, intended and agreed that: **OWNERSHIP OF INTELLECTUAL PROPERTY.** Sponsoring Organization acknowledges ZAP's exclusive right, title, and interest in and to the copyrights, trademarks, and registrations, and goodwill arising therefrom, used to present and promote training (the "Intellectual Property"). Sponsoring Organization has no rights in or to the Intellectual Property. Sponsoring Organization acknowledges that use of the Intellectual Property shall not create in Sponsoring Organization's favor any right, title, or interest in or to the Intellectual Property, but all uses of the Intellectual Property by Sponsoring Organization shall inure to the benefit of ZAP. Sponsoring Organization shall not contest the validity of the Intellectual Property or any rights of ZAP therein, nor shall the Sponsoring Organization in any way seek to avoid obligations hereunder because of any assertion or allegation that any of the Intellectual Property is invalid or ineffective. In connection with the use of the Intellectual Property, Sponsoring Organization shall not in any manner represent that Sponsoring Organization has any ownership in the Intellectual Property or registration thereof. Intellectual Property may not be rebroadcast, sold, copied, duplicated, disseminated, or used in any internal or external manner, or for any public, private or commercial purpose, other than for this Event. To ensure consistency and maintain integrity of the ZAP brand, Intellectual Property may not be altered without ZAP's prior written consent. Sponsoring Organization shall at no time adopt or use, without ZAP's prior written consent, any word or mark which is likely to be similar to or confusing with the trademarks. Sponsoring Organization will comply with any and all reasonable quality standards of ZAP for the Intellectual Property and will not at any time do or cause to be done any act or thing contesting or in any way defeating or impairing, or tending to defeat or impair any part of ZAP's right, title, and interest in the Intellectual Property.