
WILLIAMSON COUNTY
MASTER SERVICES AGREEMENT
Koetter Fire Protection of Austin, LLC

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 MASTER SERVICES AGREEMENT (hereinafter “MSA”) 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 Koetter Fire Protection of Austin, LLC. (hereinafter “Koetter”), both of which are referred to herein as the parties. The County agrees to engage Koetter as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Koetter shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Koetter expressly acknowledges that he, she, or it is not an employee of the County. The services include Fire Alarm Services, Fire Sprinkler Services, Fire Extinguisher Services and Consulting Services on various County buildings, as outlined in each Statement of Work (“SOW”) to be provided by Koetter and agreed upon by the County. Once approved by the County, the SOW shall be incorporated into this MSA and shall be subject to all terms and conditions herein.

II.

Effective Date and Term: This MSA shall be in full force and effect when signed by all parties and shall continue through September 30, 2026, from effective date. Unless terminated sooner pursuant to paragraph IX below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

III.

Consideration and Compensation: Koetter will be compensated based on a fixed sum as set out in **Exhibit “A”**. The not-to-exceed amount shall be Twenty-Four Thousand, Five Hundred Dollars (\$24,500.00) per fiscal year.

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 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Koetter upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Koetter for the supplies or products provided or any Services rendered.

IV.

Insurance: Koetter shall provide and maintain, until the services covered in this MSA is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability	
a. Worker's Compensation	Statutory	
b. Employer's Liability		
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:		
	PER PERSON	PER OCCURRENCE
Comprehensive		
General Liability	\$1,000,000	\$1,000,000
<i>(including premises, completed operations and contractual)</i>		
Aggregate policy limits:	\$2,000,000	
d. Comprehensive automobile and auto liability insurance (covering owned, hired,		

leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Koetter, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by the County.

Upon execution of this MSA, Koetter shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this MSA.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Koetter shall not in any sense be considered a partner or joint venturer with the County, nor shall Koetter hold itself out as an agent or official representative of the County. Koetter shall be considered an independent contractor for the purpose of this MSA and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this MSA. 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 Koetter or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE KOETER 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 SSCI, 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. SSCI 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, KOETTER 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 SSCI 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.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this MSA 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. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Koetter for any reason are hereby deleted.

VIII.

Compliance With All Laws: Koetter agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the MSA that are required by changes in federal, state, or local law or regulations are automatically incorporated into the MSA without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This MSA 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 actually received.

X.

Venue and Applicable Law: Venue of this MSA 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 MSA 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 MSA and this MSA shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

Right to Audit: Koetter agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this MSA, have access to and the right to examine and photocopy any and all books, documents, papers and records of Koetter which are directly pertinent to the services to be performed under this MSA for the purposes of making audits, examinations, excerpts, and transcriptions. Koetter agrees that the County shall have access during normal working hours to all necessary Koetter 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 Koetter reasonable advance notice of intended audits.

XIII.

Good Faith Clause: Koetter agrees to act in good faith in the performance of this MSA.

XIV.

No Assignment: Koetter may not assign this MSA without prior written consent.

XV.

Confidentiality: Koetter 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.

XVI.

Foreign Terrorist Organizations: Koetter 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.

XVII.

Public Information: Koetter 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.

XVIII.

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

XIX.

Media Releases: Koetter 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.

XX.

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.

XXI.

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

- A. Koetter Quote No. 2019468, for Fire Alarm and Fire Sprinkler services and Quote No. 2019495, for Fire Extinguisher Services, attached and marked as **Exhibit "A"**;
- B. Insurance certificates evidencing coverages required herein above; and
- C. Any Amendments agreed to by both parties.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this MSA 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 MSA.

XXII.

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 MSA on behalf of the County.

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

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Dated: _____, 20____

Koetter Fire Protection of Austin, LLC:



Authorized Signature

Jason Ferguson
Printed Name

Dated: February _____ 26, 2025

Exhibit “A”
Quotes No. [REDACTED] and [REDACTED]



From	Koetter Fire Protection of Austin, LLC 16069 Central Commerce Drive Pflugerville TX 78660 5122517888 www.koetterfire.com "All You Need to Know About Fire Protection"
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Quote No.	[REDACTED]
Type	Service Call
Prepared By	Tami Amen
Created On	02/17/2025
Valid Until	02/28/2025

Quote For	Williamson County Williamson County All Locations Quote 3101 Southeast Inner Loop Georgetown TX 78626 512-943-1599
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Description of Work

Master Service Agreement 2025
Fire Alarm and Fire Sprinkler
Hourly Rate \$165.00
After Hours Rate \$247.50

Services to be completed

[Alarm Systems] Location - Building
Master Service Agreement 2025

Fire Alarm

Hourly Rate \$165.00

After Hours Rate \$247.50

Sprinkler
Master Service Agreement 2025

Fire Sprinkler

Hourly Rate \$165.00

After Hours Rate \$247.50

Terms and Conditions

TERMS:

Upon acceptance by your signature below, and unless otherwise agreed by in writing, the terms of this proposal are as follows:

1. All new customers will be required to complete a credit application with Koetter Fire Protection in order to extend credit and establish billing. If credit is not offered, nor applied for, then payment is due before work begins.

Upon approval of credit by Koetter Fire Protection: 100% of all materials, labor, and equipment supplied will be paid by you on or before thirty (30) days following submission of an invoice by Koetter Fire Protection. Koetter Fire Protection does not assume and expressly disclaims any responsibility for non-payment to you by

the project owner(s), and your obligation to make such payments to Koetter Fire Protection is not contingent in any way upon your receipt of like payment(s) from the project owner(s). Credit card payments will incur an additional 3% processing charge.

2. Koetter Fire Protection agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection or anyone directly employed by Koetter Fire Protection, but only to the percentage and extent of negligence Koetter Fire Protection contributing to loss.

3. Should Koetter Fire Protections work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection for all costs, including overhead and profit, associated therewith.

4. Notice to proceed for service and repair calls will be invoiced at an hourly rate of \$185, per technician, during normal working hours with a two hour minimum. After-hours and emergency response have an hourly rate of \$277.50 with a four hour minimum. Quoted and not to exceed pricing must be requested in writing by the customer, or T&M rates will be the prevailing invoice method.

5. This proposal is based on the work to take place during normal working hours Mon-Fri, 7am-4pm. Our standard one-year warranty is included. Any work performed by other than Koetter Fire Protection may void that warranty.

6. The term of this Agreement shall be twelve (12) months from the date and shall be automatically renewed each year thereafter until the same shall be terminated by either party on at least thirty (30) days written notice being given to the other party prior to the anniversary date thereof. Service Contractors then current charges shall apply for renewal period.

7. Our proposal does not include any escalation or price protection associated with the proposed new tariffs that may affect both foreign and domestic products. Any impact to material costs directly or indirectly caused by the tariffs will be priced as a change order to the base contract amount.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____

Date: _____

Signature: _____



From	Koetter Fire Protection of Austin, LLC 16069 Central Commerce Drive Pflugerville TX 78660 5122517888 www.koetterfire.com "All You Need to Know About Fire Protection"
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Quote No.	[REDACTED]
Type	Repair
Prepared By	Tami Amen
Created On	02/19/2025
Valid Until	02/28/2025

Quote For	Williamson County Williamson County All Locations Quote 3101 Southeast Inner Loop Georgetown TX 78626 512-943-1599
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Description of Work

Prices for Extinguisher Services-

Inspections- \$13.00

6 Year Maintenance

2.5# ABC \$35.00

5# ABC \$40.00

10# ABC \$50.00

20# ABC \$55.00

Hydrostatic Testing

2.5# ABC \$40.00

5# ABC \$45.00

10# ABC \$55.00

20# ABC \$60.00

Recharges

2.5# ABC \$40.00

5# ABC \$45.00

10# ABC \$55.00

20# ABC \$60.00

Services to be completed

Portable Extinguishers

Prices for Extinguisher Services-

Inspections- \$13.00

6 Year Maintenance

2.5# ABC \$35.00

5# ABC \$40.00

10# ABC \$50.00

20# ABC \$55.00

Hydrostatic Testing

2.5# ABC \$40.00

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Upon approval of credit by Koetter Fire Protection: 100% of all materials, labor, and equipment supplied will be paid by you on or before thirty (30) days following submission of an invoice by Koetter Fire Protection. Koetter Fire Protection does not assume and expressly disclaims any responsibility for non-payment to you by the project owner(s), and your obligation to make such payments to Koetter Fire Protection is not contingent in any way upon your receipt of like payment(s) from the project owner(s). Credit card payments will incur an additional 3% processing charge.

2. Koetter Fire Protection agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection or anyone directly employed by Koetter Fire Protection, but only to the percentage and extent of negligence Koetter Fire Protection contributing to loss.

3. Should Koetter Fire Protections work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection for all costs, including overhead and profit, associated therewith.

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7. Our proposal does not include any escalation or price protection associated with the proposed new tariffs that may affect both foreign and domestic products. Any impact to material costs directly or indirectly caused by the tariffs will be priced as a change order to the base contract amount.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

Koetter Fire Protection MSA 02.24.2025

Final Audit Report

2025-02-27

Created:	2025-02-26
By:	Ben Rollins (brollins@koetterfireprotection.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOU2eoaYOfEhUGS_cQSlfAZTg0PPVuoH7

"Koetter Fire Protection MSA 02.24.2025" History

-  Document created by Ben Rollins (brollins@koetterfireprotection.com)
2025-02-26 - 2:46:54 PM GMT- IP address: 12.118.15.70
-  Document emailed to Jason Ferguson (jferguson@koetterfireprotection.com) for signature
2025-02-26 - 2:47:02 PM GMT
-  Email viewed by Jason Ferguson (jferguson@koetterfireprotection.com)
2025-02-27 - 4:00:01 PM GMT- IP address: 104.47.58.254
-  Document e-signed by Jason Ferguson (jferguson@koetterfireprotection.com)
Signature Date: 2025-02-27 - 4:00:30 PM GMT - Time Source: server- IP address: 12.118.15.70
-  Agreement completed.
2025-02-27 - 4:00:30 PM GMT