

PUBLIC INVOLVEMENT SERVICES AGREEMENT

THIS PUBLIC INVOLVEMENT SERVICES AGREEMENT ("Agreement") between Rifeline, LLC, (hereinafter "Firm"), with its principal place of business at 1949 S I-35 Frontage Rd. Suite 105, Austin, TX 78741, and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 Main Street, Suite 101, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Firm will provide certain services.

1. Public Involvement Services

1.1 Firm agrees to provide County with public involvement, information, and education services related to the implementation of various County road bond and LTP corridor projects (the "Services"), as described in the attached Exhibit "A" - Scope of Services. Firm may provide the Services by using Firm personnel or selected independent contractors ("Contractors").

1.2 County will prepare and issue Work Authorizations, in the form identified and attached hereto as Exhibit "B", to authorize the Firm to perform one or more tasks. Each Work Authorization will include a description of the Services to be performed, a description of the tasks, a work schedule or time for completion for the tasks, and a compensation amount agreed upon by the County and Firm. The Work Authorization will not waive the Firm's responsibilities and obligations established in this Agreement. The executed Work Authorization(s) will become part of this Agreement.

1.3 Work included in a Work Authorization must not begin until County and Firm have signed the applicable Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The Firm must promptly notify the County of any event which will affect completion of the Work Authorization, although such notification must not relieve the Firm from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization must be enacted by a written Change Request before. additional work may be performed or additional costs incurred. All Change Requests must be executed by both parties within the period specified for completion in the Work Authorization. The Firm must not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Change Request.

2. Additional Services and Charges

For the performance of services not specifically described in Exhibit "A" - Scope of Services (sometimes referred to herein as "Additional Services"), County must pay and Firm will receive, under a negotiated written contract modification, Additional Services compensation based upon the method and rates agreed upon by the parties in the negotiated written contract modification.

Firm will not, however, be compensated for work made necessary by Firm's negligent errors or omissions. In the event of any dispute over the classification of whether services are of the type described in Exhibit "A" - Scope of Services or whether they are Additional Services under this Agreement, the decision of the County will be final and binding on Firm.

It is expressly understood and agreed that Firm must not furnish any Additional Services without

the prior written authorization of the County. The County will have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required.

3. Term and Termination

3.1 This Agreement will have an initial term of forty-eight (48) months commencing as of the date of the last party's execution hereof unless terminated earlier as set out herein. The County reserves the right to extend this Agreement, by mutual agreement of both parties, as it deems to be in the best interest of the County. Any extension of this Agreement will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of this Agreement, including all extensions, will not exceed a maximum combined period of seventy-two (72) months.

3.2 County may terminate this Agreement, with or without cause, upon not less than ten (10) calendar day's written notice to the Firm. County must pay Firm for all Services performed prior to termination upon the condition that Firm is not in breach of any of the covenants, terms and/or conditions of this Agreement or applicable Work Authorization as of the effective date of termination.

3.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party must deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party will be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

4. Payment, Interest, Compensation and Taxes

The Services will be charged to County at the hourly rates set forth below not including travel or other reimbursable expenses. County agrees to pay Firm the fees set forth in each applicable Work Authorization. County will reimburse Firm for reasonable travel and out-of-pocket expenses incurred in the performance of this Agreement; provided, however, all proposed travel and out-of-pocket expenses must be reviewed and approved in writing by County prior to being incurred and comply with the Williamson County Vendor Reimbursement Policy. County shall not be obligated to pay any travel and out-of-pocket expenses that are incurred by Firm for which County did not consent to in advance and in writing or that do not comply with the Williamson County Vendor Reimbursement Policy.

Semi-monthly during the performance of the services to be provided under this Agreement and applicable Work Authorization(s), Firm shall submit a sworn statement to the County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services which were completed by Firm during such period, the compensation which is due, plus the amounts payable under Section 2 (Additional Services and Charges) which have not been previously billed or paid. In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors or subconsultants for which the Firm seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the Firm certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The County shall review the statements within thirty (30) days of receipt and approve them with such modifications, if any, as it deems appropriate. The County shall pay each statement within thirty (30) days after the County's approval; provided, however, that the approval or payment of any statement shall not be considered to be evidence of performance by the Firm to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

4.1 Interest and Late Payments. Interest charges for any overdue payments shall be paid by 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 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.

In the event that an error appears in an invoice/application for payment submitted by Firm, County shall notify Firm of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of Firm, Firm shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Firm beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, Firm shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

The maximum amount payable for the performance of all Services and the reimbursement of all expenses under this Agreement, without written modification, must not exceed \$ 3,800,000.00 ("Not to Exceed Amount"). Any amounts paid or payable will be paid pursuant to a validly issued Work Authorization or Change Requests related thereto. In no event may the aggregate amount of compensation and reimbursement authorized under Work Authorizations and Change Requests exceed the Not to Exceed Amount.

4.2 The hourly rates shall be as follows:

Rifeline LLC (prime provider)	
Principal	\$242.42
Public Involvement Director	\$218.18
Sr. Public Involvement Officer	\$193.94
Public Involvement Manager	\$169.70
Public Involvement Officer	\$145.45
Public Involvement Specialist	\$133.33
Designer/Developer	\$121.21
Jr. Public Involvement Officer	\$90.91
Administrative	\$60.61

Buie & Co (sub provider)	
Principal	\$242.42
Public Involvement Director	\$218.18
Sr. Public Involvement Officer	\$193.94
Public Involvement Manager	\$169.70
Public Involvement Officer	\$145.45
Public Involvement Specialist	\$133.33
Designer/Developer	\$121.21
Jr. Public Involvement Officer	\$90.91
Administrative	\$60.61

CD&P (sub provider)	
Principal	\$242.42
Public Involvement Director	\$218.18
Sr. Public Involvement Officer	\$193.94
Public Involvement Manager	\$169.70
Public Involvement Officer	\$145.45
Public Involvement Specialist	\$133.33
Designer/Developer	\$121.21
Jr. Public Involvement Officer	\$90.91
Administrative	\$60.61

Hourly rates include office overhead, employee salary and benefits, and company profits.

Provider Name: Rifeline, LLC (prime provider)		
Other Direct Expenses		
Item/Service Description	Unit	Rate
Mileage	mile	Current IRS rate
Postage	letter	Current postal rate
Certified Letter Return Receipt	each	Current postal rate
Photocopies B&W 8.5x11	each	\$0.15
Photocopies Color 11x17	each	\$1.25
Photocopies Color 8.5x11	each	\$1.00
Photocopies B&W 11x17	each	\$0.25
Color Graphics on Foam Board	square foot	\$20.00
Plots (B/W on Bond)	square foot	\$1.00
Plots (Color on Bond)	square foot	\$1.75
Newspaper Advertisement	per publication	Actual expenses
Court Reporter	day	Actual expenses
Written Translation Services	hourly	Actual expenses
Custodian for Public Involvement	hour/custodian	Actual expenses
Venue/Facility Rental	4 hours	Actual expenses
Table/chair rental for events	event	Actual expenses
Public Notices - Mass Mailing (500 pieces)	per mailing	Actual expenses
Public Notices - Mass Mailing with Self Addressed Return Envelope (500 pieces)	per mailing	Actual expenses
Brochure Printing	each	Actual expenses
Postcard Printing	each	Actual expenses
Meeting Signage	event	Actual expenses
Public Involvement Graphic Art	hourly	Actual expenses
Video for Public Involvement	event	Actual expenses
Banners	each	Actual expenses
Audio - Equipment Rental	each	Actual expenses
Audio - Visual Equipment Rental	event	Actual expenses
Sound Technician for Public Involvement	event	Actual expenses

Provider Name: Buie & Co (sub provider)		
Other Direct Expenses		
Item/Service Description	Unit	Rate
Mileage	mile	Current IRS rate
Postage	letter	Current postal rate
Certified Letter Return Receipt	each	Current postal rate
Photocopies B&W 8.5x11	each	\$0.15
Photocopies Color 11x17	each	\$1.25
Photocopies Color 8.5x11	each	\$1.00
Photocopies B&W 11x17	each	\$0.25
Color Graphics on Foam Board	square foot	\$20.00
Plots (B/W on Bond)	square foot	\$1.00
Plots (Color on Bond)	square foot	\$1.75
Newspaper Advertisement	per publication	Actual expenses
Court Reporter	day	Actual expenses
Written Translation Services	hourly	Actual expenses
Custodian for Public Involvement	hour/custodian	Actual expenses
Venue/Facility Rental	4 hours	Actual expenses
Table/chair rental for events	event	Actual expenses
Public Notices - Mass Mailing (500 pieces)	per mailing	Actual expenses
Public Notices - Mass Mailing with Self Addressed Return Envelope (500 pieces)	per mailing	Actual expenses
Brochure Printing	each	Actual expenses
Postcard Printing	each	Actual expenses
Meeting Signage	event	Actual expenses
Public Involvement Graphic Art	hourly	Actual expenses
Video for Public Involvement	event	Actual expenses
Banners	each	Actual expenses
Audio - Equipment Rental	each	Actual expenses
Audio - Visual Equipment Rental	event	Actual expenses
Sound Technician for Public Involvement	event	Actual expenses

Provider Name: CD&P (sub provider)		
Other Direct Expenses		
Item/Service Description	Unit	Rate
Mileage	mile	Current IRS rate
Postage	letter	Current postal rate
Certified Letter Return Receipt	each	Current postal rate
Photocopies B&W 8.5x11	each	\$0.15
Photocopies Color 11x17	each	\$1.25
Photocopies Color 8.5x11	each	\$1.00
Photocopies B&W 11x17	each	\$0.25
Color Graphics on Foam Board	square foot	\$20.00
Plots (B/W on Bond)	square foot	\$1.00
Plots (Color on Bond)	square foot	\$1.75
Newspaper Advertisement	per publication	Actual expenses
Court Reporter	day	Actual expenses
Written Translation Services	hourly	Actual expenses
Custodian for Public Involvement	hour/custodian	Actual expenses
Venue/Facility Rental	4 hours	Actual expenses
Table/chair rental for events	event	Actual expenses
Public Notices - Mass Mailing (500 pieces)	per mailing	Actual expenses
Public Notices - Mass Mailing with Self Addressed Return Envelope (500 pieces)	per mailing	Actual expenses
Brochure Printing	each	Actual expenses
Postcard Printing	each	Actual expenses
Meeting Signage	event	Actual expenses
Public Involvement Graphic Art	hourly	Actual expenses
Video for Public Involvement	event	Actual expenses
Banners	each	Actual expenses
Audio - Equipment Rental	each	Actual expenses
Audio - Visual Equipment Rental	event	Actual expenses
Sound Technician for Public Involvement	event	Actual expenses

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates.” Firm may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County’s receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Firm for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties’ complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties’ complete execution of a new Contract Amendment that set forth adjustments to the prior

rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

4.3 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Firm with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Firm to County under this Agreement will remain Firm's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Firm's request. Except as otherwise required by law, County may not disclose, without Firm's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Firm will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Firm may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same will not be of any force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and

employees shall have no liability or obligation to Firm for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Firm in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between 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.

7. Indemnification

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, FIRM SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 FIRM, 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 PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. FIRM 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, FIRM SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 FIRM 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.

8. Change Requests

County or Firm may request changes to the Services to be performed under an applicable Work Authorization by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule or changes to key final decisions, or, any extra work by Firm necessitated by County not meeting its obligations or preventing Firm from meeting its obligations.

All Change Requests shall be subject to the following terms:

- i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;
- ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;
- iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall control.

9. Dispute Resolution/Mediation

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys' fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10. Insurance Requirements

Firm shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in the amount set forth in Exhibit "C" - Insurance Requirements and shall instruct and authorize insurer to immediately notify County directly in the event that any said policy coverage is changed or terminated. The insurance required under this provision shall be purchased from a reliable company licensed or authorized to do business in Texas. Proof of required insurance shall be submitted on Certificate(s) of Insurance and Endorsement(s) issued to County, as required in Exhibit "C".

Firm shall require that any and all other contractors and/or consultants engaged or employed by Firm carry and maintain the same insurance and coverages in relation to the services to be rendered by such contractors and/or consultants. Firm shall submit to County proof of such insurance. The maintenance in full current force and effect of such form and amount of insurance, in such amount as County shall have accepted, shall be a condition precedent to the Firm's exercise or enforcement of any rights under this Agreement. The insurance policies shall incorporate a provision requiring

written notice to the County at least ten (10) calendar days prior to any cancellation, non-renewal or material modification of the policies.

11. General

11.1 Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

11.2 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

11.3 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.4 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

11.5 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

11.6 No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

11.7 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States

County's Right to Audit. Firm agrees that County 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 Firm which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Firm agrees that County shall have access during normal working hours to all necessary Firm facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Firm reasonable advance notice of intended audits.

11.8 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Firm understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.9 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of a Work Authorization issued under this agreement, the terms and conditions of this Agreement shall control.

11.10 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.11 Entire Agreement.

The following documents shall comprise of all the documents that are relevant to the Services to be provided (the "Contract Documents"):

1. This Agreement between County and Firm;
2. Addenda issued prior to the Effective Date of this Agreement;
3. Firm's Proposal submitted in response to Williamson County RFP #25RFP30 Public Involvement ("Contractor's Proposal");
4. The Request for Proposal documents defined in Williamson County RFP #25RFP30 Public Involvement ("RFP"); and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between County and Firm;
2. Addenda issued prior to the Effective Date of this Agreement;
3. The RFP;
4. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.
5. The Contractor's Proposal; and

This Agreement represents the entire agreement between the parties and supersedes any and all prior

or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this Agreement is last signed below.

FIRM:

Rifeline, LLC

By: Sydney Moore

Printed Name: Sydney Moore

Title: July 7, 2025

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson
County Commissioners Court

Date: _____, 20____

APPROVED

By Christen Eschberger at 4:39 pm, Jul 15, 2025

EXHIBIT "A"

SCOPE OF SERVICES

The following describes the Services that shall be provided and accomplished by Firm pursuant to the terms and conditions of the Agreement:

- * Maintain project-specific stakeholder contact database, including but not limited to:
 - Businesses
 - Chambers of Commerce and economic development groups
 - Residents and/or neighborhood associations
 - MUD's
 - Schools Hospitals
 - City or other governmental entity Staff
 - Others as determined appropriate
- * Coordinate with the project team regarding project development and construction management, and stakeholder notification needs.
- * Prepare and distribute regular project updates to stakeholder contact databases.
- * Prepare and distribute project-specific stakeholder information packets in-person, electronically and/or by the U.S. Postal Service mail. Information packets would include but not limited to:
 - Fact sheets
 - FAQ's
 - Mapping exhibits (aerial, where available)
 - Project Typical Sections
- * Provide project update and stakeholder information packet information for inclusion into existing organization newsletters and member communications.
- * Develop, in cooperation with County's Public Affairs Department, project specific website pages to be posted to the County's website, road bond website or specific project site.
- * Provide project photos, videos and drone photography for presentations.
- * Develop and monitor telephone hotline and email-based project information systems or respond to questions or requests from these sources.
- * Develop and make presentations to various organizations (e.g., HOA's, PTA's, etc.) as directed by project team.
- * Prepare and conduct public meetings, open houses, and property owners.
- * Prepare and conduct public hearings including legal notices for public hearings

EXHIBIT "B"

Work Authorization No. _____(TEMPLATE)

This Work Authorization ("WA") is made pursuant to the terms and conditions of the Public Involvement Services Agreement executed by and between Williamson County, Texas ("County") and, _____ ("Firm") on _____, 20____ (the "Agreement") and describes the particular Services that shall be provided to County by Firm hereunder.

1. Primary Services to Be Provided by Firm to County:

Firm shall provide the following Services to County:

2. County's Responsibilities (if applicable):

County shall provide the following:

3. Compensation Specific to this WA:

The maximum amount of compensation payable for Services under this WA without modification is \$_____.

4. Expenses Specific to this WA (if applicable):

The County will pay the Firm up to a maximum amount of \$ _____ for expenses actually incurred during the performance of the Services to be performed under this WA.

5. Payment Terms:

All invoices are due and payable in accordance with the terms of the Agreement.

6. Time for Performance Specific to this WA:

The Services to be performed under this WA shall be completed on or before _____, 20____

7. Incorporation by Reference; Conflicting Terms and Conditions:

All terms and conditions of the Agreement are hereby incorporated herein by reference as though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this WA, the terms and conditions of the Agreement shall control unless this WA specifically states that the parties intend to modify a specific terms or condition of the Agreement.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this WA effective as of the date which this WA is last signed below.

FIRM:

Rifeline, LLC

By: _____

Printed Name: Sydney Moore

Title: President

Date: _____, 20____

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson
County Commissioners Court

Date: _____, 20____

EXHIBIT "C"
INSURANCE REQUIREMENTS

Firm must comply with the following insurance requirements at all times during this Agreement:

A. Coverage Limits. Firm, at Firm's sole cost, shall purchase and maintain during the entire term while this Agreement is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Services, Firm shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. As further set out below, Firm shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Firm hereunder.

C. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

D. Certificate Holder. The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

E. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

Williamson County, Texas

C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

2. The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County’s Self-Insured Retentions of whatever nature.

F. Notices by Firm. Firm shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Firm shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. Premiums and Deductible. Firm shall be responsible for payment of premiums for all of the insurance coverages required under this section. Firm further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Firm is responsible hereunder, Firm shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$200,000 in the Firm’s insurance must be declared and approved in writing by County in advance.

H. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best’s insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

I. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Firm, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

J. Subcontractor/Subconsultant’s Insurance (To the Extent Applicable). Without limiting any of the other obligations or liabilities of Firm, Firm shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant’s own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Firm’s subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Firm’s subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Firm hereunder.

Firm shall obtain and monitor the Certificates of Insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Firm

must retain the Certificates of Insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.

K. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Firm shall be borne solely by Firm.