



CTS CONSOLIDATED TELECOM SERVICES, LLC

907 West 5th Street, Suite 250
Austin, Texas 78703

PO Box 1528
Austin, Texas 78767-1528

Appendix D Contract for Services

THIS AGREEMENT is entered into between CTS Consolidated Telecom Services, LLC (the "CTS"), and Williamson County, (the "Customer"), acting by and through their duly authorized representatives, and shall be effective concurrent with the date of authorization, and

WHEREAS, the Customer has requested CTS provide Services as offered by CTS under DIR Contract No. DIR-SDD-1020.

WHEREAS, the Customer has contracted with CTS to provide certain services as offered under DIR Contract No. DIR-SDD-1020 that may be added from the time to time by mutual agreement of CTS and the Customer writing.

WHEREAS, it is the intent and purpose of the Customer and CTS to set forth their agreement pursuant to which the Customer will contract with CTS and CTS will perform as an independent contractor certain services in connection with the Project, and to define the obligations of the Customer and CTS to each other with respect to such services.

WHEREAS, the Customer has designated Randy Bell to act with authority on Customer's behalf, in respect to all aspects of the Service, to examine and respond promptly to CTS's submissions, and to give prompt written notice to CTS whenever Customer observes or otherwise becomes aware of any defect in the Services.

NOW THEREFORE, in consideration of the mutual agreements, promises, and undertakings herein set forth, the parties agree as follows:

Section 1 - Contractual Relationship

- 1.1 The Customer agrees to contract to the CTS, and the CTS agrees to perform as an independent contractor, certain services as allowed under DIR Contract No. DIR-SDD-1020 and defined herein in connection with the Project (the "Services"), and for having rendered such Services, the Customer shall pay CTS compensation as stated in the paragraphs below.
- 1.2 The relationship of the Customer and CTS under this Agreement and otherwise shall be that of independent contractors. CTS is not, by the terms of this Agreement or otherwise, an agent, employee, or representative of the Customer. CTS shall be responsible for performing the duties and obligations owed to the Customer under this Agreement, but the Customer does not have the right to control the manner and methods employed by CTS in the performance of its Services hereunder, to the extent allowable by DIR Contract No. DIR-SDD-1020.
- 1.3 CTS's contractual relationship under this Agreement is with the Customer. Unless specifically stated, there are no other intended beneficiaries of this Agreement, incidental or otherwise.

Section 2 - Character and Extent of the Services

- 2.1 The CTS shall provide to the Customer services and incidental materials as necessary or required by CTS with respect to the Project, as provided for in DIR Contract No. DIR-SDD-1020 and that references this Contract and are accepted by the Customer.
- 2.2 All Services shall be performed in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals in the CTS's profession engaged in the same or similar projects.
- 2.3 CTS will provide a senior level Project Manager for deployment of ISSI technology in the Dallas area for interoperability. This project will manage the deployment of ISSI links and interoperability talkgroups between a Harris Corporation master site operated by the Dallas Ft. Worth Airport (DFW) and the Dallas/Dawson Motorola Astro 25 master site. This project will include coordinating the deployment, installation, configuration of the Harris ISSI Gateway subsystem, the installation of the Wide Area Network (WAN) links between the two data centers, and the coordination of the deployment, installation and configuration of the Motorola ISSI.1 Network Gateway (ISSI.1 NGW) subsystem.

The project will be coordinated in three phases/milestones:

- Phase I – Kickoff, scope defined and Cynergyze contract executed
- Phase II – a) Completion of "ISSI Validation Tests" and "End to End ISSI Connectivity tests" with customer involvement; b) submission of Final Report
- Final III – Participation, Technical and Logistical Coordination and successful execution of the "Final ISSI Validation Tests" operating with ITGs operating across all PSIC RF Sites during final PSIC system acceptance testing.

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- 8.1 No consent or waiver, express or implied, by either party to this Agreement, to or of any breach or default by the other in the performance of any obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party. Failure on the part of any party to this Agreement to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Neither Customer's payment for, or approval or acceptance of, any of the CTS's Services shall release the CTS from any of its obligations under this Agreement.

Section 9 - Mediation

Mediation will be governed by DIR Contract No. DIR-SDD-1020, Appendix A, paragraph 10.A. Enforcement of Contract and Dispute Resolution.

Section 10 - Miscellaneous

- 10.1 This Agreement shall be effective upon its execution by the Customer and the CTS, subject to the notice to proceed, and shall remain in force until all obligations under this Agreement have been fulfilled, unless sooner terminated as provided herein.
- 10.2 This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall be in Travis County, Texas.
- 10.3 Assignment will be governed by DIR Contract No. DIR-SDD-1020, Appendix A, paragraph 4.D. Assignment.
- 10.4 DIR Contract No. DIR-SDD-1020, this Agreement (including all documents incorporated by reference or attached as exhibits hereto) represents the entire agreement between the Customer and the CTS with respect to the subject matter hereof and supersedes and merges all prior negotiations, representations, discussions, or agreements, either written or oral, with respect to the subject matter hereof. In the event of any conflict terms, DIR Contract No. DIR-SDD-1020 will control.
- 10.5 This Agreement may be amended by written instrument signed by duly authorized representatives of both the Customer and the CTS.
- 10.6 If a provision of this Agreement, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid, or unenforceable.
- 10.7 Upon request, all CTS personnel who will be performing work under this contract shall submit to a Department of Public Safety fingerprint-based criminal history background investigation and obtain a security pass prior to performing work under this contract. The Department of Public Safety has the right to prevent the CTS personnel from gaining access to the building(s) and computer system(s) if the Department of Public Safety determines that the person does not pass the background check or fails to otherwise maintain a security clearance.
- 10.8 All notices required or permitted hereunder shall be in writing and shall be deemed delivered three days after deposit with the United States Postal Service (certified mail, return receipt requested), addressed to the respective other party at the addresses shown below:

For CTS:
Pam Faver
CTS Consolidated Telecom Services
204 Texas Ave Suite A
Round Rock, TX 78664

For the Customer:
Randy Bell
Williamson County Parks & Recreation
3500 Discovery BLVD Suite 207
Cedar Park, TX 78613

Acceptance of Proposal and Contract Terms

DIR Contract No. DIR-SDD-1020, this Contract and the accepted Proposals referencing this Contract represent the entire understanding between **Texas Department of Public Safety** and CTS Consolidated Telecom Services, LLC.

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- 2.4 CTS shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site, including, but not limited to, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
- 2.5 CTS shall perform the Services in a timely fashion and in accordance with a schedule to be mutually agreed upon by the Customer and CTS. Customer agrees to reciprocate by providing responses and decisions as may be requested by CTS in the performance of the Services so as not to delay or inhibit the performance of CTS.
- 2.6 The Services provided by this contract will be \$20,000.00. Pricing for services herein do not include travel and additional expenses that may be incurred in the performance of said services. Travel expense reimbursement is allowable as referenced in DIR contract # DIR-SDD-1020, section 4-G. Travel expenses must be set under a maximum amount of \$5,000.00, and approved by DPS.
- 2.7 Refer to section 9K of Appendix A of DIR-SDD-1020 contract.
- 2.8 The Services required by this project are not subject to a specific schedule unless otherwise agreed upon in 2.5 above.

Section 3 - CTS's Compensation

In accordance with the DIR Contract No. DIR-SDD-1020, Customers shall comply with Chapter 2251, Texas Government Code, in making payments to CTS. Payment under the Contract shall not foreclose the right to recover wrongful payments.

SECTION 4 - INDEMNIFICATION

Indemnification will be governed by DIR Contract No. DIR-SDD-1020, Appendix A, paragraph 9.A. Indemnification.

Section 5 - Insurance

- 5.1 The CTS shall maintain throughout the term of the Services, insurance of the types and in the minimum amounts set forth below.
- a. Worker's Compensation Insurance in accordance with the laws of the State of Texas, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupancy Disease; and Employers' Liability of \$500,000 each accident.
- b. Commercial General Liability Insurance with limits of not less than:
- | | |
|---|--------------|
| General aggregate limit | \$ 1,000,000 |
| Each occurrence, combined single limit | \$ 1,000,000 |
| Aggregate Personal Injury/Advertising Liability | \$ 1,000,000 |
| Fire Damage (any one fire) | \$ 300,000 |
| Premises Medical (any one person) | \$ 5,000 |
- c. Business Automobile Liability coverage applying to owned, non-owned, and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

Section 6 - Termination

Termination will be governed by DIR Contract No. DIR-SDD-1020, Appendix A, paragraph 10.B. Termination

Section 7 - Re-use of Documents

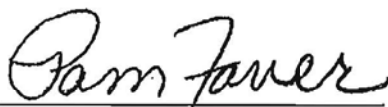
- 7.1 All documents including AutoCAD electronic data files, Drawings and Specifications furnished by CTS pursuant to this Agreement are instruments of CTS's services in respect of the Project. They are not intended or represented to be suitable for reuse by Customer or others on extensions of the Project or any other project.

Section 8 - Waiver

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If you agree with the terms set forth in these documents, we will accept your signature below as our authorization to proceed with the Scope of Services defined herein.



Pam Faver

July 13th 2011
Date

ACCEPTED:



07-21-11
Date

DAN A GATTIL
Please Print Name