

**AGREEMENT FOR PAYROLL, ACCOUNTING
AND INTERNAL AUDIT SERVICES**

THIS AGREEMENT is made and entered into this day by and between Williamson County, Texas, (the "County") and the Third Administrative Judicial Region of Texas (the "AJR");

WHEREAS, AJR desires to obtain accounting, payroll, and internal audit services;

WHEREAS, County has the professional ability and expertise to provide accounting, payroll, and internal audit services; and

NOW, THEREFORE, County and AJR agree to the performance of the professional services by County.

**SECTION I
BASIC TERMS OF AGREEMENT**

County agrees to provide basic payroll, accounting, and internal audit services including, but not limited to, preparation of payroll checks, payroll record keeping, and the preparation of payroll tax returns and other required tax reporting documents for AJR (the "Services"). The AJR requests and authorizes the County to perform such Services for the AJR.

**SECTION II
OBLIGATIONS OF THE PARTIES**

- A. County shall perform the Services based on standard County practices and as described in this Agreement.
- B. AJR shall provide County with all necessary payroll and accounting information necessary to provide the Services.
- C. AJR is to advise the County of errors, double assessments or other discrepancies coming under observation during the term of this Agreement.
- D. County shall periodically make relevant payroll and accounting reports available to the AJR upon AJR's request.

**SECTION III
PAYMENT OF PAYROLL**

Bi-weekly, the AJR shall reimburse the County for all amounts of payroll and taxes that were due and paid by the County for the prior two week period. The payroll reimbursement shall be tendered to the

Williamson County Treasurers' Office, 710 Main Street, Suite 105, Georgetown, Texas 78626.

SECTION IV PERIOD OF SERVICE AND TERMINATION

The Services to be performed under this Agreement shall commence as of the date of the last party's execution hereof and shall continue thereafter from year to year, unless terminated sooner in accordance with the provisions of this Agreement. This Agreement may be terminated, without cause and for convenience, by either the AJR or the County by delivering written notice of termination to the other party at least ninety (90) calendar days prior to the proposed termination date.

SECTION V COMPENSATION

On or before September 30th of each year during the term of this Agreement, the AJR agrees to pay a lump sum payment of One Thousand Two Hundred Dollars (\$1,200.00) to the County as consideration for the services being provided by County hereunder.

SECTION VI MISCELLANEOUS

A. Governmental Function. The parties stipulate that the purpose of this Agreement is the performance of governmental functions and services as set out in the Texas Government Code Chapter 791.

B. No Third party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

C. No Other Relationship. 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.

D. Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the either party, their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters 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.

E. Governing Law and Venue. The parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

F. Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

G. Approval. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

H. Assignment; Successors and Assigns. Except as otherwise provided in this Agreement, a party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

I. Non-Waiver. A party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

J. Severability. The parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

K. Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

L. Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

EXECUTED to be effective as of the date of the last party's execution hereof.

TEXAS ADMINISTRATIVE JUDICIAL
REGION OF TEXAS:

BY: *[Signature]*

Printed Name: Bruce Ray Stubblefield

Title: Presiding Judge

Date: October 12, 2012

WILLIAMSON COUNTY:

BY: *[Signature]*

Printed Name: DAN A GATTI

Title: County Judge

Date: 10-25, 2012