

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

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**SERVICES CONTRACT  
(TMC Shooting Range Specialists)  
(Installation new actuating system  
& repairs for SO Firing Range)**

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THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **TMC Shooting Range Specialists, Inc.**, a foreign corporation with offices located at 27431 Santa Clarita Rd., Santa Clarita, CA 91350 (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**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 himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. 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. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

**II.**

**No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement 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.

**III.**

**No Assignment:** Service Provider may not assign this contract.

IV.

**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.

V.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped with a not-to-exceed amount of **\$15,700.00** for the specific project. Fees will be billed as set forth in the attached Proposal marked as Exhibit "A" and incorporated herein as if copied in full.

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.

VI.

**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 it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

1. As described in the attached Proposal and marked Exhibit "A," which is incorporated herein as if copied in full; and
2. If applicable, the Williamson County Vendor Reimbursement Policy – Version 062415.

VII.

**Entire Contract & Incorporated Documents:** 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 (as if copied in full) into this Contract include the following:

1. **The attached Proposal and marked Exhibit "A," which is incorporated herein as if copied in full; and**
2. **If applicable, the Williamson County Vendor Reimbursement Policy – Version 062415.**

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this contract and any of the above-referenced contract documents/exhibits or incorporated documents.

#### **VIII.**

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

#### **IX.**

**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.

#### **X.**

**Termination:** This agreement 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.

#### **XI.**

**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.

#### **XII.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific

project and shall terminate upon project completion or when terminated pursuant to paragraph X above.

**XIII.**

**Severability:** In case any one or more of the provisions contained in this agreement 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 agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XIV.**


**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 Agreement, 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 Agreement 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 work space 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.

**XV.**

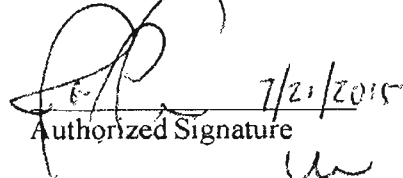
**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

WILLIAMSON COUNTY:

  
Authorized Signature

SERVICE PROVIDER:

  
Authorized Signature 7/21/2015





## AGREEMENT/PROPOSAL

This Agreement/Proposal is made and entered into this 16th, day of June 2015 by TMC Shooting Range Specialists Inc. 27431 Santa Clarita Rd, Santa Clarita, Ca 91350 ("TMC"), and Williamson County Sheriff's Department, collectively the "Parties," For the modification of the target system at the outdoor shooting ranges, located at 3901 CR130, Hutto, TX.

The Parties agree as follows:

1. Firing range(s) will need to be shut down for a minimum of (5) Five days for the completion of the below described work.
2. The Williamson County Sheriff's Department will provide access for all equipment a designated area for repairs an 110v power source, water access and an area to store all equipment until completion of job.
3. TMC will install a new actuating system on the existing target holders and do repairs to the existing system and make the modifications to the target holders. The new system will come with two new control units that will allow to actuate all ten target holders automatically and adjust the timing from edge to face using hand held controllers with an touch screen base unit system. We will train range master(s) in the operation of the new system we will set up a program(s) to meet your training needs. You department will receive a operational manual to be able to put password code for each user can modify the operation of target timing the face to edge to fit there needs.
4. Contacts for this project TMC Jose Torres Sr (661) 510-3360 cell (661) 510-5894 Office (661) 257-0179 Fax e-mail [tmcranges@yahoo.com](mailto:tmcranges@yahoo.com) web site [www.tmcranges.net](http://www.tmcranges.net)
5. The cost to complete the above described work is \$15,700.00 Fifteen Thousand Seven Hundred dollars and no/100.

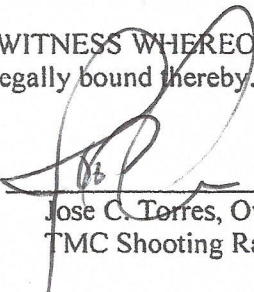
Additional conditions: All work is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices and in accordance with all applicable federal, state and local laws, regulations and ordinances. Any alteration or

deviation from the above specifications involving extra costs will be executed only upon written orders by a Williamson County Sheriff's Department authorized agent and will become an extra charge over and above the above scope of work subject to budgeted and appropriated funds. Any substantial defect in workmanship will be remedied without cost to The Williamson County Sheriff's Department.

14. Any party hereto may <sup>by</sup>cancel this contract upon deliverance of at least thirty (30) days in advance written notice. ~~By~~ TMC or The Williamson County Sheriffs Department of its intent to cancel. ~~The~~ contractor must be given a written list of any and all specific job deficiencies which contractor must be allowed to correct within a reasonable specified time before cancellation of this contract. In the event of a properly executed contract cancellation as above prescribed, all unpaid monies for services rendered become immediately due and payable to contractor.

15. This Agreement shall be effective on the date written below.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

By:   
Jose C. Torres, Owner/President  
TMC Shooting Range Specialists Inc.

Date: 7/21/2015

By: \_\_\_\_\_  
The Williamson County Sheriff's Department  
Designated Officials Signature

Date: \_\_\_\_\_