

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
RFP #1771-204
(Quality Assurance Evaluation for
Emergency Communications Radio
Traffic)

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 **The Denise Amber Lee Foundation, Inc.**, (hereinafter "DALF"), a foreign non-profit corporation with corporate office in the State of Florida, **19503 S. West Villages Pkwy, Ste. A-8, Venice, FL 34295** (Phone 941-830-2035). The County agrees to engage DALF 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 DALF shall not in any sense be considered a partner or joint venturer with The County, nor shall DALF hold itself 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. DALF 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 DALF or failure to act relating to the services being provided. DALF 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 DALF 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: DALF may not assign this contract.

IV.

Compliance with All Laws: DALF agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: DALF will be compensated based on a cost schedule set forth in DALF's Response to RFP #1771-204. The amount of compensation paid to DALF shall be capped and not-to-exceed **\$80,000.00** for the specific project. Any vendor reimbursements must comply with the Williamson County Vendor Reimbursement Policy, which is 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: DALF shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. DALF 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:

As described in the attached Proposal/Statement of Work, dated December 27, 2017, which is marked Exhibit "A" and incorporated herein as if copied in full.

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) RFP #1771-204 (Quality Assurance Evaluation for Emergency Communications Radio Traffic);
- 2) DALF's Proposal/Statement of Work, dated December 27, 2017, which is marked Exhibit "A"; and
- 3) Williamson County Vendor Reimbursement Policy.

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: DALF agrees to act in good faith in the performance of this agreement.

IX.

Ownership and License: DALF retains all ownership and intellectual property rights in techniques, methodology, engineering designs, technology solutions, migration schedules, operational floor layouts, and products (collectively "IP") provided or used by DALF in the performance of services, and any extensions to DALF IP developed in conjunction with the SOW, including but not limited to operating instructions, unique design concepts, development tools, and training materials. DALF grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain DALF IP.

X.

Confidentiality: DALF expressly agrees that it will not use any incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not enter any unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Texas Public Information Act: To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no 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 DALF for the disclosure to the public, or to any person or persons, of any items or information furnished to County by DALF in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

XII.

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. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XIII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

XIV.

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.

XV.

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 XII above.

XVI.

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.

XVII.

Right to Audit: DALF agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of DALF which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. DALF agrees that The County shall have access during normal working hours to all necessary DALF 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 DALF thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually.

XVIII.


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 27 day of Feb, 2018.

WILLIAMSON COUNTY:


Authorized Signature

DENISE AMBER LEE FOUNDATION:


Authorized Signature
MARK LEE

XVII.

Right to Audit: DALF agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of DALF which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. DALF agrees that The County shall have access during normal working hours to all necessary DALF 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 DALF thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually.

XVIII.

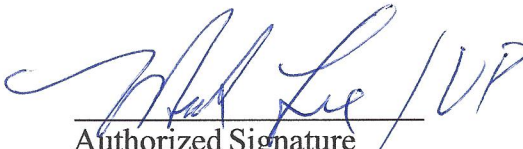
County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the ____ day of _____, 2018.

WILLIAMSON COUNTY:

Authorized Signature

DENISE AMBER LEE FOUNDATION:



Authorized Signature
MARK LEE

Exhibit "A"