

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
ECONOMIC DEVELOPMENT PROGRAM SERVICES**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT FOR ECONOMIC DEVELOPMENT PROGRAM SERVICES (hereinafter “Contract”) is made and entered into by and between Williamson County, Texas (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and Cogitare Global, LLC, a Texas Limited Liability Company, (hereinafter “Service Provider”). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain economic development program services pursuant to the following terms, conditions, and restrictions:

I.

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 he, she or it is not an employee of the County. The services include but are not limited to the Scope of Services set forth in Exhibit “A”, attached hereto and incorporated herein for all purposes (“Services”).

Should the County choose to add services in addition to those described above, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Completion: The Services shall be commenced and completed within the time periods set forth in Exhibit "A". Service Provider shall commence the Services upon instruction to do so from the County's POC. The County shall, at its sole discretion, determine when the project has been fully and finally completed to its satisfaction.

III.

Compensation: Service Provider will be compensated based on an hourly rate of **\$105.00** per hour. The amount of compensation paid to Service Provider under this Contract shall not exceed **\$35,000.00**, unless increased by written amendment executed by both parties hereto. 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.

IV.

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 Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. 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.

V.

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

VI.

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

VII.

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.

VIII.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving fifteen (15) days written notice thereof.

IX.

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.

X.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue for four (4) years thereafter unless otherwise terminated pursuant to this Contract. Following the initial four (4) year term, this Contract may be extended for an additional four (4) year term upon written agreement of the parties.

XI.

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

XII.

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 Contract, 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 Contract 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.

XIII.

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.

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

Non-exclusive: This agreement is non-exclusive and does not preclude County from utilizing like services from another service provider.

XVII.

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.

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.

XIX.


Point of Contacts: Each party shall identify a point of contact (POC) responsible for the implementation of this Contract, including resolution of any issues that may arise during the performance of the tasks envisioned. The Service Provider will provide at least one update each month to the County's POC. County will assist the Service Provider in the execution of the tasks associated with the Services. The Service Provider will execute any confidentiality, nondisclosure agreement, or other document necessary to provide services relevant to the Scope of Work outlined in this Project.

XX.

Entire Contract: 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.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:


Bill Gravell (Nov 9, 2021 14:58 CST)

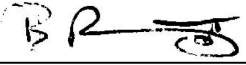
Authorized Signature
Bill Gravell

Printed Name
County Judge

Title

Date: Nov 9, 2021 ____, 20__

SERVICE PROVIDER:

Cogitare Global, LLC


Authorized Signature
Ben Ramirez III

Printed Name
CEO

Title

Date: November 3 ____, 2021

EXHIBIT “A”

SCOPE OF SERVICES

Project Approach

Williamson County, Texas is well-positioned for tremendous growth. Its favorable budgetary conditions and unique character have contributed to its recent ranking as the fourth fastest-growing, large county in America. County representatives work hard to ensure future economic development projects will continue to be analyzed to ascertain the anticipated fiscal benefits of those projects. As a partner with other local and state governmental units and economic development agency stakeholders, the County seeks to determine whether any future expenditures are properly forecast, thereby maintaining competitive tax rates and the high-level of service its residents deserve.

When considering the fiscal sustainability of a proposed investment project, it is important to examine several conditions which will change over time and will stretch beyond the initial year of the investment. These changing conditions must also be measured along with the County’s plans for infrastructure investment in public safety, transportation, recreation, and other services. As a result, the County will evaluate the fiscal impact of various economic development projects on a case-study and marginal cost basis.

The County could benefit from establishing a point of contact for economic development projects. This point of contact would assist with data collection, examination, fiscal impact projections, and presentations when projects are submitted to the County for consideration. Additional assistance could include continued outreach to community stakeholders while ascertaining the need for an updated County economic development policy.

Scope of Work

The following tasks are intended to effectively address the County’s needs, as outlined above, and establish a framework for future economic development initiatives.

Task 1: Information Acquisition

Meet with County staff and economic development stakeholders to review and discuss project goals, schedule, and expectations. Identify and collect economic development data, forecasts, and conduct any analyses which will assist the County with future economic development projects. Identify any relevant policies and begin acquiring recommendations, if any, for an updated economic development policy.

Task 2: Identify Cost, Revenue & Level of Service Factors

Work with County staff and economic development stakeholders to ascertain the existing and future plans for County-wide levels of service, infrastructure availability, and capacity.

Identify and explain reasonable estimates of the change in revenues through economic development projects and the resulting increases in tax revenues and service requirements. Examine the estimated costs and potential challenges for providing services and/or facilities, thereby enabling an informed decision to select between the use of an average cost or case-study and marginal cost analysis. Establish an analysis model to ensure the County will continue to achieve sustainable economic development while preserving its history and character.

Task 3: Confirm Fiscal Impact Tool and Analysis Factors

Ensure data inputs are available for use in a comprehensive fiscal impact analysis tool for residential and nonresidential land use projects. For residential land use projects, factors might include persons per household, lot size, assessed value, street frontage, vehicle trips, public safety, court system, recreation/parks, water and sewage, among other costs. For non-residential land use projects, factors might include employment expectations, street frontage, vehicle trips, public safety, courts, recreation/parks, water and sewage, among other costs.

County representatives will consider utilizing a fiscal impact analysis tool to assist with the economic development decision-making process. For example, the LOCI™ software application was developed in 1999 to assist local communities decide how much additional public support to dedicate to an economic development project. LOCI™ provides an economic development project's anticipated annual costs and benefits data forecasts for up to 20 years. The software analysis enables a community to take advantage of economic development opportunities without compromising its ability to maintain the level and quality of government services needed for future growth while meeting the needs of its citizens. LOCI™ is licensed annually by many local government entities and economic development organizations. The annual subscription rate for community populations over 500,000 is \$3,000. <http://www.lociapp.com/license.html>

Task 4: Prepare a Draft Economic Development Policy for Williamson County

Draft and present an economic development policy for the fourth fastest-growing county in Texas. Other counties in Texas have adopted economic development policies. These policies assist elected officials, staff, and stakeholders as they work to diversify their economies and increase revenues.

Task 5: Assistance with Proposed Economic Development Projects

Upon written request by County's POC, Service Provider will assist County with assessing and analyzing specific economic development projects proposed during the term of this Contract, to include meeting with County staff and economic development stakeholders to review and discuss proposed project goals, schedule, and expectations, identify and collect economic development data, forecasts, and conduct any analyses which will assist the County with such specific economic development projects using the tools and analysis factors set out in this Scope of Services.

Proposed Timeline and Costs

The following constitutes the parties' anticipated timeline and costs associated with each task:

PROJECT TIMELINE

TASKS	COMPLETION DATE	MEETINGS	DELIVERABLES
Task 1: Information Acquisition	December- January 2021	5	Ascertain and report on the availability of existing data and forecasts on economic development initiatives.
Task 2: Identify Cost, Revenue& Level of Service Factors	January- February 2022	3	Economic development forecast memorandum which outlines cost, revenue, and level of service factors.
Task 3: Confirm Analysis Factors and Fiscal Impact Tool for Economic Development Projects	February - March 2022	3	Recommend the appropriate methodologies and cost factors as well as the fiscal impact analysis tool to be utilized to assess future projects.
Task 4: Prepare Draft Economic Development Policy for Williamson County	March 2022	5	Recommend and present a draft economic development policy.
Task 5: Assistance with Proposed Economic Development Projects	TBD	TBD	

PROJECTED COSTS

Tasks	Hourly Rate	Hours	Total
Task 1: Information Acquisition	\$105	18	\$1,890
Task 2: Identify Cost, Revenue & Level of Service Factors	\$105	18	\$1,890
Task 3: Confirm Analysis Factors and Fiscal Impact Tool for Economic Development Projects	\$105	18	\$1,890
Task 4: Prepare Draft Economic Development Policy for Williamson County	\$105	18	\$1,890
	Est. Totals of Tasks 1-4:	72	\$7,560
Task 5: Assistance with Proposed Economic Development Projects	\$105		Subject to the not-to- exceed compensation of the Contract