PROFESSIONAL SERVICE AGREEMENT

FOR

PRE-EMPLOYMENT PSYCHOLOGICAL

SCREENINGS

FOR

THE WILLIAMSON COUNTY SHERIFF'S OFFICE

This Professional Services Agreement for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, herinafter referred to as COUNTY, and Dr. Eugene Waters hereinafter referred to as PROVIDER, for the purpose of providing pre-employment psychological screenings related to the potential hiring of new Williamson County Sheriff's Office employees.

I.

SCOPE OF SERVICES

PROVIDER shall provide, upon request by the Williamson County Sheriff or his designee, pre-employment psychological screenings for potential employees as needed. PROVIDER will complete these screening both in-person and or telephonically. All services provided by PROVIDER and professionals shall be performed according to the regularly accepted standards for such services in the State of Texas and all applicable federal and state statutes and regulations.

II.

TERM

This initial term under this Agreement shall become effective as of the date of the last part's execution below and continue until September 30, 2025, unless terminates sooner

as authorized herein. The Agreement may be extended beyond the initial term for up to two (2) additional twelve (12) month periods upon a mutual renewal approved by COUNTY'S governing body. If the COUNTY exercises any extension option, all terms, conditions, and provisions of the Agreement shall remain in effect for that extension period, subject only to any economic price adjustment if necessary.

III.

COST AND PAYMENT

PROVIDER will be compensated based on rate of $250 per evaluation, with a not to exceed cap of $10,000 for FY25. Sessions may be completed via remote electronic methods including telephone or videoconferencing or in-person as needed. The fees under this Agreement shall be subject to the budgeted and available funding allotted and available for this category of services with the WCSO for each fiscal year.

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 complete; or (3) the date the Williamson County Auditory 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.

AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not

and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

V.

ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior 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.

VI.

THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

VII.

FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. In the event of further lockdowns or shelter-in-place orders related to COVID19 or any other communicable diseases or pandemic, if PROVIDER is able to provide services under this agreement by way of telephone, teleconference, or remote electronic means, this paragraph will not apply to relieve PROVIDER of the obligation to provide services or to relieve COUNTY of the obligation to pay for services provided as set forth in this agreement. The burden of proof for the need of such relief shall rest upon the

party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

VIII.

TERMINATION

This agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. In the event of termination, COUNTY will only be liable for payment for services rendered by PROVIDER and goods actually received as of 5:00pm on the termination date.

IX.

NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Bill Gravell (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson county Sheriff
Mike Gleason
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Dr. Eugene Waters
1610 South 31st #102-298

Temple, TX 76504

X.

SEVERABILITY

If any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof, but rather this entire Agreement will be construed as if not containing the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and the maximum extent practicable, five effect to the intent of this Agreement and be deemed to be validated and enforceable.

XI.

VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XII.

NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter 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.

XIII.

COUNTY'S RIGHT TO AUDIT

PROVIDER agrees that 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 PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. COUNTY shall give PROVIDER reasonable advance notice of intended audits.

XIV.

APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

XV.

ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

Executed by the parties on the date referenced below to be effective as of the date of the last party's execution.

WILLIAMSON COUNTY, TEXAS

Bill Gravell Jr.
Bill Gravell (Oct 8, 2024 11:26 CDT)

Williamson county Judge

Date: Oct 8, 2024

PROVIDER

Eugene C. Waters, PhD

Dr. Eugene Waters

Date: 9-19-24