STATE OF TEXAS

COUNTY OF BURNET

INTERLOCAL COOPERATION AGREEMENT BETWEEN BLANCO COUNTY AND BURNET COUNTY FOR JAIL SERVICES

§

This Inter-local Agreement is entered into by and between BURNET County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "BURNET," and BLANCOCOUNTY, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "BLANCO."

WITNESSETH

WHEREAS, TEXAS GOVERNMENT CODE, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, BURNET and BLANCO are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, BURNET and BLANCO specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

ARTICLE I TERM AND EFFECTIVE DATE

- 1. <u>TERM:</u> This Agreement shall be effective beginning October 1, 2017 and shall be effective through September 30, 2018.
- 2. <u>RENEWAL:</u> This Agreement may be renewed each October 1, provided **BLANCO** certifies current fiscal funds as available for the renewal. BURNET shall provide sixty (60) day notice of any change to the per diem rate for detention services for subsequent terms.

3. TERMINATION:

A. This Agreement may be terminated without cause at any time at the option of either BURNET or **BLANCO** upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein.

The Notice is effective if sent by either the County Judge or the Sheriff. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.

B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by BURNET impracticable or impossible, such as severe damage or destruction of BURNET's facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of BLANCO inmates.

ARTICLE II DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, BURNET shall provide the following necessary and appropriate services for **BLANCO** to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, or national origin; to-wit:

- 1. **PURPOSE:** BURNET shall provide housing and food to inmates presented by **BLANCO** who meet the following minimum criteria (as determined by the BURNET County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the BURNET disciplinary plan approved by the Texas Commission on Jail Standards) n the last 90 days will not be accepted.
- 2. **HOUSING AND CARE OF INMATES:** BURNET will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. BURNET will provide, as set out herein, for inmate's physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post- Prison Supervision are faithfully executed.
- 3. **MEDICAL SERVICES:** The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by BURNET or contracted on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover medical/health care services provided outside of BURNET's facility or by other than BURNET facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **BLANCO** shall reimburse BURNET the amount spent for medical services of all **BLANCO** inmates, other than routine medical services included in the per-day rate.

- 4. OFF-SITE SERVICES: BLANCO COUNTY Sheriff or designee shall be informed of any BLANCO inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). BURNET will assist BLANCO to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. BLANCO may elect to retake and return to BLANCO physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is require
- 5. OFF-SITE BILLING: This Agreement provides BURNET with the authority to arrange for the off-site provider to bill BLANCO for the costs of hospitalization and/or medical care for any BLANCO inmate. In the event direct billing is unavailable, BLANCO shall reimburse BURNET in accordance with the terms of this Agreement.
- 6. MEDICAL RECORDS: BLANCO agrees to provide BURNET with a copy of each inmate's medical dental and mental health record(s) for the purposes of continuity of care. BURNET agrees to maintain a confidential record of the health care of each inmate. BLANCO shall ensure that these records are provided no less than 24 hours prior to the inmate's arrival at the BURNET County Jail. A copy of each inmate's record shall be returned to BLANCO at the time each BLANCO inmate is returned.
- 7. <u>MEDICAL INVOICES:</u> BLANCO shall reimburse BURNET monthly for health care services and associated expenses for which BLANCO is responsible under this section. BURNET shall provide BLANCO with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
- 8. **INMATE MEDICAL REPORT:** Upon request from **BLANCO**, BURNET will provide an inmate report of health care provided.
- 9. **FACILITY INSPECTION:** BURNET agrees to allow periodic inspections of the facilities by **BLANCO** law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to **BLANCO** upon request.
- 10. **TRANSPORTATION AND OFF-SITE SECURITY:** BLANCO is solely responsible for the transportation of inmates between the BURNET County Jail and the **BLANCO** Facility. BURNET agrees to provide ambulance and other transportation for **BLANCO** inmates to and from local off-site medical facilities and will invoice **BLANCO** in accordance with Article 2, Section 7.
- 11. <u>COURT APPEARANCES:</u> BLANCO shall be responsible for the transportation of **BLANCO** inmates to/from BURNET Jail. **BLANCO** will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in **BLANCO** County.
- 12. **TRANSPORTATION To TDCJ: BLANCO** is responsible for the transport of **BLANCO** inmates to the Texas Department of Criminal Justice, Institutional Division.
- 13. **GUARD SERVICE:** BURNET will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at **the rate of \$40 per hour/per guard (minimum 2 guards per transport).** BURNET shall provide **BLANCO** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.

- 14. **SPECIAL PROGRAMS:** The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in BURNET's facilities. The parties may contract by written agreement to the provision of special programs.
- 15. <u>LOCATION AND OPERATION OF FACILITY:</u> BURNET shall provide the detention services described herein at the BURNET County Jail located in BURNET, Texas
- 16. <u>ADMITTING AND RELEASING:</u> BLANCO shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the BURNET County Jail. BURNET shall be responsible for the admitting and releasing of inmates placed in BURNET's facility. BURNET will maintain records of all such transactions in a manner agreed upon by BURNET and BLANCO and provide such records to BLANCO upon request.
- 17. **RETURN OF INMATES:** to **BLANCO:** Upon demand by **BLANCO,** BURNET will relinquish to **BLANCO** physical custody of any inmate. Upon request by BURNET, **BLANCO** will resume custody of any inmate so requested within two (2) calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III FINANCIAL PROVISIONS

- 1. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is forty dollars (\$40.00) per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement.
- 2. **BILLING PROCEDURE:** BURNET shall submit an itemized invoice for the services provided each month to **BLANCO**, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of **BLANCO** will make payment to BURNET within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of BURNET County, Texas and will be remitted to:

BURNET County TREASURE 220 S. Pierce Street Burnet, TX 78611

ARTICLE IV ACCEPTANCE OF IMATES

1. COMPLIANCE WITH LAW: BURNET warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing BLANCO inmates under this Agreement. Nothing herein will create any obligation upon BURNET to house BLANCO inmates where the housing of said BLANCO inmates will, in the opinion of BURNET Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the BURNET County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that BURNET Sheriff determines that a condition exists at BURNET's facility necessitating the removal of BLANCO inmates, or any specified number thereof, BLANCO shall, upon notice by BURNET Sheriff to BLANCO Sheriff, immediately remove said inmates from the facility. BLANCO will make every effort to remove any inmate within eight (8) hours of notice from BURNET.

- 2. PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE: This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. BURNET has adopted and complies with the standards of the Prison Rape Elimination Act. BURNET shall provide BLANCO with access for contract monitoring as described in Section 1 15.12 (b) to ensure that BURNET is complying with the PREA standards in the provision of services under this Agreement.
- 3. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of **BLANCO** eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the **BLANCO** jail and pursuant to the custody assessment system in place at BURNET's facility
- 4. All inmates proposed by **BLANCO** to be transferred to BURNET's facility under this Agreement must meet the eligibility requirement set forth above. BURNET reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept
 - any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at BURNET's facility, BURNET reserves the right to demand that **BLANCO** remove that inmate and,

- 5. RESERVATION WITH REGARD TO ACCEPTANCE OR **CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** BURNET reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to BURNET facility, and BLANCO shall cooperate with and provide information requested regarding any inmate by BURNET Sheriff. BURNET reserves the right to refuse acceptance of any inmate of BLANCO. Likewise, if any BLANCO inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to BURNET Sheriff makes the inmate unacceptable for continued incarceration in BURNET's facility in the opinion of BURNET Sheriff, BLANCO will be requested to remove said inmate from BURNET's facility, and will do so, if reasonably possible, within eight (8) hours upon the request of BURNET Sheriff. Inmates may also be required to be removed from BURNET's facility when their classification changes for any purpose, including long-term medical segregation.
- 6. **INMATE SENTENCES:** BURNET will not be in charge or responsible for the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. BURNET will provide information that may be required regarding the inmates' behavior and performance; however, all such computations and record keeping will continue to be the responsibility of BLANCO. It will be the responsibility of BLANCO to notify BURNET of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. BURNET will release inmates of **BLANCO** only when such release is specifically requested in writing by BLANCO Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for BURNET to return inmates to the BLANCO Jail shortly before the discharge date and for to discharge the inmate from the **BLANCO** Jail. **BLANCO** accepts all responsibility for the calculations and determinations set forth above and for providing BURNET notice of the same, and to the extent allowed by law, shall indemnify and hold harmless BURNET from all liability or expenses of any kind arising there from. BLANCO is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.
- 7. <u>BONDING / RELEASE:</u> All inmates held for BLANCO will be required to bond in BLANCO County. BLANCO County will then send BURNET a TTY stating that the inmate has been bonded and BLANCO will transport back to their facility for release.

ARTICLE V MISCELLANEOUS

- 1. **BINDING NATURE OF AGREEMENT**: This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- 2. **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To BURNET:

BURNET County

James Oakley, County Judge

220 S Pierce

Burnet, Texas 78611

Copy to:

Sheriff Calvin Boyd

P.O. Box 1249

Burnet, Texas 78611

To

BLANCO COUNTY

Brett Bray, County Judge

P.O. Box 387

Johnson City, Texas 78636

Copy to:

Sheriff Don Johnson 400 S. US HWY 281

Johnson City, Texas. 78636

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

- 3. <u>AMENDMENTS:</u> This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioner's courts of the respective parties hereto.
- 4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5. **REPRESENTATION:** Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, Servants, agents, and/or representative of the other party.
- 6. INDEPENDENT RELATIONSHIP: Each party shall have and retain the exclusive right

of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.

- 7. **SEVERABILITY:** If any provision of this agreement is found by a court of competent Jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will Not be affected, an in lieu of each provision which is found to be illegal, invalid, or Unenforceable, there will be added as part of this Agreement a provision as similar to such Illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- 8. **LIABILITY**: This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that required by law. Each party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement in not intended to create any cause of action for the benefit of third parties.
- 9. <u>APPROVALS:</u> This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Inter-Local Cooperation Act,

ARTICLE VI. EXECUTION

In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:

ATTEST	JAMES OAKLEY, BURNET COUNTY JUDGE
	Date:
Janet Parker, County Clerk	REVIEWED:
	CALVIN BOYD, BURNET COUNTY SHERIFF
	BLANCO COUNTY, TEXAS:
	By: BRETT BRAY COUNTY JUDGE
	DATE:
	DON JOHNSON, SHERIFF Date:

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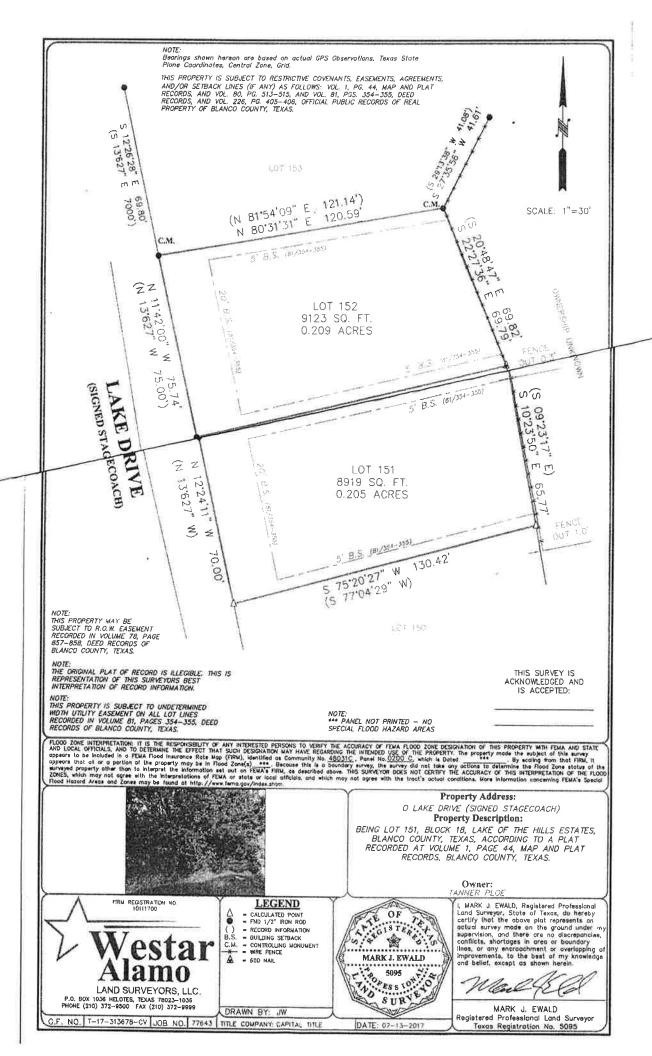
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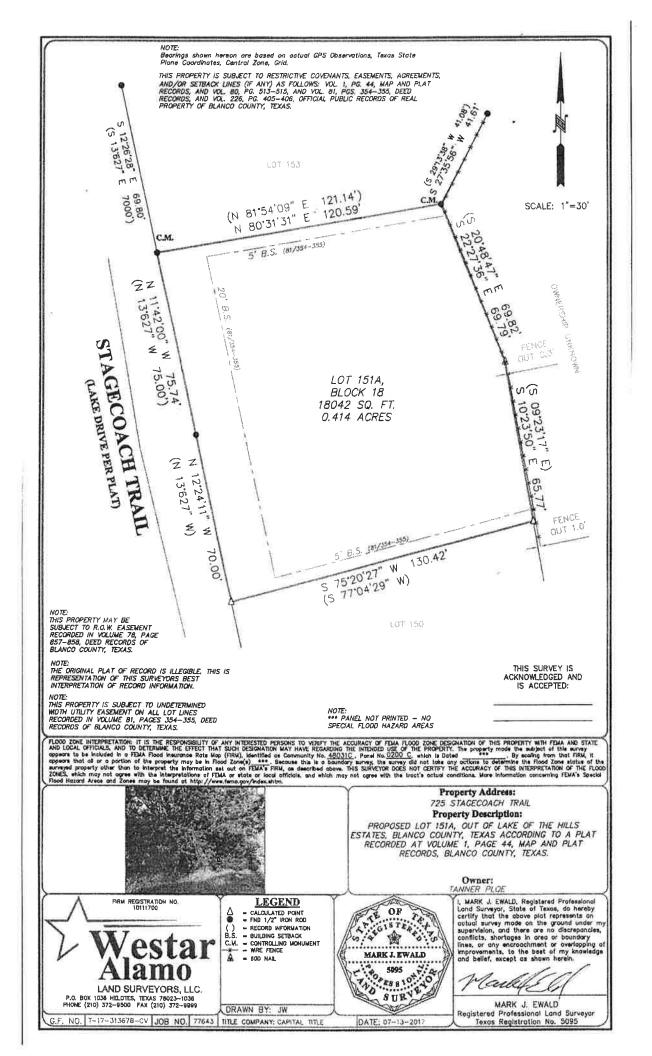
by _

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SMITH, ANDREW

Salesperson_





THE STATE OF TEXAS COUNTY OF BLANCO

INTERLOCAL COOPERATION AGREEMENT FOR COUNTY JAIL FUNCTIONS

This agreement I made and entered into on this the _____ day of _____, 20 ____, by and between Llano County, a political subdivision of the great State of Texas, and hereinafter referred to as "Llano" and Blanco County, also a political subdivision of the great State of Texas, hereinafter referred to as "Blanco". This agreement concerns the incarceration of overflow prisoners of Llano County, Texas and said agreement is set out in full hereafter.

- 1. Blanco hereby agrees to house overflow prisoners incarcerated by Llano on a space available basis. The availability of space shall be determined by the Blanco County Sheriff and/or his designee as set out by the Texas commission on Jail Standards concerning the separation and category of prisoners. Blanco shall assess a fee for housing said prisoners at the rate of \$45.00 per day per prisoner, and Blanco shall bill Llano on a monthly basis for said cost in an itemized statement showing the number of days per individual prisoner housed by Blanco. Llano agrees to pay said itemized invoice within thirty (30) days. The date a prisoner is booked shall be charged. The date an inmate is released and/or booked out shall not be charged.
- 2. Llano shall pay for any and all hospital, mental health, dental, health care services, and prescription drugs provided to any prisoner housed by Blanco for Llano. Llano will be responsible for the cost of any and all emergency transportations to any and all medical facilities. Non-prescription medications will be administered without any charge by Blanco.
- 3. Llano hereby agrees to comply with all booking procedures of Blanco. Blanco hereby agrees to furnish Llano a copy of said booking procedures.
- 4. Blanco and Llano hereby agree that Blanco will not house any injured prisoners, unless Llano has furnished an acceptable medical release signed by medical personnel, certifying that the prisoner may be incarcerated.
- 5. Blanco further agrees that should a prisoner be injured while being housed by Blanco that Blanco will within ten (10) hours notify Llano of said injury and provide Llano with copies of all incident reports relating to the injury. Blanco shall notify Llano within one (1) hour if a prisoner is to be admitted to a hospital.
- 6. The Blanco County Sheriff and/or his designee reserves the right to refuse or remove any prisoner from the Blanco County Jail if it is in the best interest of Blanco. Llano shall promptly arrange to take custody of its prisoners if so requested by Blanco.
- 7. Llano agrees to assume responsibility for all transportation of Llano prisoners housed in Blanco. Blanco will provide non-emergency transportation of Llano prisoners housed in

- Blanco. Blanco will provide guard service if the inmate is admitted to the hospital at a rate of \$15.00 per hour, if manpower is available.
- 8. Blanco and Llano agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence, and deeds; and for those of its agents or employees.
- 9. Llano agrees to protect, defend, indemnify and hold harmless Blanco, its officers and employees from any and all claims, demands, costs, judgements, and other expenses (including attorney's fees) arising from injuries to persons or damage to property occurring in connection with the intentional wrongful acts of Blanco's officers, employees, or agents.
- 10. This agreement shall be for one (1) year from the date of acceptance by Llano. Notwithstanding, upon sixty (60) days' notice by either party, the agreement shall be subject to re-negotiation.
- 11. This agreement shall be for one (1) year from the date of execution of this agreement, and in the event no re-negotiations have taken place, this contract will automatically on an annual basis.
- 12. This agreement may be terminated by either party upon sixty (60) days' notice.
- 13. All agreements between parties are set out in this agreement and no oral agreement not contained herein shall be enforceable against either party.

ACCEPTED, APPROVED, AND WITNESSED by our hands on this the da		
County of Blanco	County of Llano	
Brett Bray, Blanco County Judge	Mary Cunningham, Llano County Judge	
Laura Walla, Blanco County Clerk	Marci Hadeler, Llano County Clerk	
Don Jackson, Blanco County Sheriff	Bill Blackburn, Llano County Sheriff	



October 13, 2017 - Revised

TBPE Firm # F-2684

E-Mail: tweir@co.blanco.tx.us

Blanco County Commissioners Court

402 Blanco Avenue Blanco, Texas 78606 Attn.: Mr. Tommy Weir

Re:

Construction Materials Testing and Observation Services Proposal - Revised

Blanco County Office Building, Blanco, Texas

Proposal No. 17207100.008

Dear Mr. Tommy Weir:

MLA Labs, Inc. is pleased to submit this proposal for the construction materials testing and observation services for the above referenced project. We propose to provide qualified and trained personnel to perform field laboratory tests in general accordance with the project requirements.

Please be advised that the work described herein, if accepted, will be provided at the <u>Time and Expense Rates</u> as described within this proposal. The total budget quantities and estimate are determined by plans, specifications, and local construction codes as <u>approved</u> by the city or county of jurisdiction for this project based upon plans by Fromberg Associates, LTD, Byron J. Hendrix, P.E., dated July 14, 2017; LOC Consultants, Terrence Ortiz, P.E., dated July 14, 2017. Any addenda to the original plans and specifications may change the anticipated scope of work. The actual quantity of tests and/or inspections will be in direct response to our coordination with the project manager for the general contractor. Should any additional inspections or tests be requested that are not part of the project requirements MLA Labs, Inc. will perform the requested testing at the current Time and Expense price schedule. Prices for requested testing not included in this proposal are available upon request.

The work included in this proposal will be governed by our Agreement for Engineering Services found within this document. If this proposal meets your approval, please indicate your authorization by initialing each page where designated and signing the attached Agreement for Engineering Services for our records. Even if this contract is not signed, by use of the product, information or property, Client agrees to all terms and conditions set forth in this contract. We appreciate the opportunity to be of service and look forward to proceeding as soon as authorized. If you have any questions please do not hesitate to contact us at (512) 873-8899. Thank You.

Sincerely,

MLA LABS INC

Geotechnical Engineering and Construction Materials Testing "put us to the test"

Client	Initials:	

UNIT RATE FEE ESTIMATE – New Construction Materials Testing Blanco County Office Building Blanco, Texas Proposal No. 17207100,008

Description of Testing and Inspections	Estimated Ouantity	Unit Rate	Amount
Laboratory Testing of Soils			
Moisture Density Relationship (ASTM D 698, TEX 113E)	2	\$195.00	\$390.00
Atterberg Limits	2	\$65.00	\$130.00
Gradations	2	\$40.00	\$80.00
Proctor Pick-Up Report	2	\$0.00	\$0.00
Material Qualification	1	\$125.00	\$125.00
Technician Time	6	\$41.00	\$246.00
Report Review	6	\$25.00	\$150.00
Trip Charge	2	\$40.00	\$80.00
Maistura Dansita Eight Tord		Subtotal	\$1,201.00
Moisture Density Field Testing			
Field Density Tests-Pad Fill	2	\$16.00	\$32.00
Field Density Tests-Wet Utilities	8	\$16.00	\$128.00
Field Density Tests-Dry Utilities	2	\$16.00	\$32.00
Proof Rolling Observation	1	\$0.00	\$0.00
Technician Time	6	\$41.00	\$246.00
Report Review	3	\$25.00	\$75.00
Trip Charge	2	\$40.00	\$80.00
Concrete Inspection		Subtotal	\$593.00
Cylinders-Slabs	10	\$20.00	\$200.00
Cylinder Pick-Up Report	2	\$45.00	\$90.00
Technician Time	10	\$41.00	\$410.00
Report Review	4	\$25.00	\$100.00
Trip Charge	2	\$40.00	\$80.00
		Subtotal	\$880.00

Reinforcing Steel Inspection

		Total	\$3,052.00
		Subtotal	\$378.00
Report Review	2	\$25.00 \$50	
Technician Time	8	\$41.00	\$328.00
Pre-Pour Reinforcing Steel Inspection	2	\$0.00	\$0.00

Estimated	Budget	\$3,052.00
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Hourly fees are charged portal to portal. An overtime multiplier of 1.50 will be added for all times before 7am and after 5pm on weekdays, over 8 hours per day on weekdays, and/or Saturday, Sunday and Holidays.

Upon your acceptance of this agreement, we recommend a meeting with the general contractor and you, the client, to discuss the anticipated construction schedule, areas of potential testing efficiencies and savings, and construction sequencing to refine this budget.

Client Initials:

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made as of October 13, 2017, between Client: Blanco County Commissioners Court and Engineer: MLA Labs, Inc. for the following Project:

Construction Materials Testing and Observation Services Pro	posal
Blanco County Office Building	
Blanco, Texas	
Proposal No. 17207100.008	

Client and Engineer agree as follows:

BASIC SERVICES of ENGINEER. Engineer agrees to provide professional engineering services for the Blanco County Office Building Project as follows: As referenced above in proposal letter #17207100.008 dated October 13, 2017.

ADDITIONAL SERVICES. Engineer will provide additional services to Client as follows: As requested by Client. CLIENT'S RESPONSIBILITIES. Client agrees to provide Engineer with full information about the Project including Client's objectives, specifications, constraints, the legal boundaries of the Project site, the location of any underground utilities or easements and any other existing information applicable to the Project. Engineer shall be entitled to rely on the accuracy and completeness of this information. Client shall arrange for Engineer's access to the Project site as required to perform its

services under the Agreement.

PAYMENTS to ENGINEER. Engineer shall invoice Client weekly for services rendered and for reimbursable expenses incurred. Invoices are due and payable upon receipt by Client. Amounts unpaid thirty days after the date of Engineer's invoice shall bear interest thereafter at the rate of 1.5% per month. If Client's account becomes more than forty-five days past due, Engineer may suspend all services under this Agreement until Engineer has been paid in full all amounts due for services, expenses and other charges.

FOR BASIC SERVICES, Client agrees to pay Engineer a fee based on the time and expense rates (page 4 incorporated herein by reference) of the Engineer's personnel assigned to the Project. The applicable hourly billable rates for each person assigned to the Project are as follows:

Principal Engineer / Consultant \$175/hr
Senior Technician \$48/hr
Technical Assistant / Engineering Technician \$38/hr

A rate is established for each employee within his/her functional classification, based on a person's individual qualifications and experience. These rates may be modified periodically at the discretion of Engineer. Engineer's travel time will be billed at the hourly rates, up to a maximum of 8 hours per day per person.

FOR ADDITIONAL SERVICES, Client shall pay Engineer on an hourly basis as described above.

FOR REIMBURSABLE EXPENSES, Client agrees to pay the Engineer's reasonable Project expenses at cost plus a 15% charge. These expenses include: transportation and living expenses for out of town travel; long distance charges; materials; equipment; outside laboratory tests; outside consultants; computer charges, printing and reproduction; photographs; videotape, shipping charges; special fees; extra insurance; standby charges and any other expense reasonably related to providing services for the Project. Automotive travel will be billed at \$0.565 per mile, without markup.

OWNERSHIP of DOCUMENTS. Client agrees that all documents prepared by Engineer for the Project are instruments of Engineer's service and shall remain the property of Engineer. Client may use the documents in connection with this Project only. The documents are not intended for use by any third party other than required governmental permits processing, Client's contractor or other consultants on this Project.

COMPLETION TIME. Project completion dates are estimations and Engineer makes no guarantee or warranty as to completion date. Such dates may be subject to extensions due to weather, acts of God, site inaccessibility or other causes.

ESTIMATES OF PROBABLE CONSTRUCTION COST. Any estimates or statements concerning construction costs or expected bids, for the Project are the Engineer's best professional opinion and actual costs may vary due to bid climate, site variables, or other factors. Engineer makes no guarantee or warranty as to actual Project costs.

CONSTRUCTION PHASE SERVICES. Inspection and testing, if part of this contract, will conform to job specifications as applicable, or to industry standards if specifications are not available. Engineer's personnel and job representatives are not to function in a supervisory capacity with regard to contractor's work, but are only to observe, sample and test to ascertain specifications compliance.

CHOICE of LAW and VENUE. This Agreement will be construed under Texas law and is performable in Travis County, Texas. Venue for any dispute arising hereunder shall lie exclusively in Travis County, Texas.

PROHIBITION of ASSIGNMENT. Neither Client nor Engineer shall assign or transfer any rights, obligations or interests involving this Agreement without the written consent of the other party. Nothing in this paragraph shall prohibit Engineer from employing independent professional associates or consultants that Engineer deems appropriate to assist in the performance of Engineer's services under this Agreement.

MERGER CLAUSE. This Agreement represents the entire and integrated agreement between Client and Engineer and supersedes all prior negotiations, representation or agreements, written or oral.

NO THIRD-PARTY BENEFICIARIES. This Agreement between Client and Engineer confers no rights or benefits on anyone other than Client and Engineer and has no third-party beneficiaries.

LIMITATION of LIABILITY. Client hereby expressly agrees that engineer's total liability to client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or related to the project or this agreement from any cause, including engineer's negligence, errors, omissions, breach of contract or breach of warranty shall be limited to the total compensation received by the engineer under this agreement, or the amount of ten thousand dollars (10,000.00), whichever is lesser.

ARBITRATION CLAUSE. Client and Engineer agree that any dispute, controversy, demand, or claim arising out of or relating to this Agreement or the services provided by Engineer, whether arising in tort, contract, or by statute, shall be settled by mandatory binding arbitration in accordance with the Texas General Arbitration Act (TGAA). Client and Engineer expressly waive trial by jury. The provisions of the Federal Arbitration Act and the application of federal law are hereby waived. Client and Engineer shall mutually agree on the selection of one (1) certified arbitrator having specialized knowledge of the engineering and/or construction industry with at least five (5) years of professional arbitration experience. If no agreement can be reached, the arbitrator shall be selected in accordance with the TGAA by a court of competent jurisdiction. Any arbitration proceeding shall be held in Travis County, Texas. Client and Engineer shall share equally in the costs of the arbitrator, subject to the arbitrator's right to award such costs to the prevailing party. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof, and the judgment shall be entered unless the award is vacated, modified or corrected as provided by law.

NO REPRESENTATIONS or WARRANTIES. The parties recognize that the services provided by the Engineer under this Agreement involve the exercise of professional judgment and the rendering of professional opinions, about which reasonable engineers may differ. Consequently, and not withstanding any other provision in this Agreement, nothing contained herein shall be construed: 1) to constitute a guarantee, warranty or assurance, either express or implied, that Engineer's services will yield or accomplish a specific result; 2) to obligate the Engineer to exercise professional skill or judgment greater than that which can reasonably be expected from other Engineers under like circumstances; or 3) as an assumption by the Engineer of the liability of any other person.

CLIENT(s)	
BLANCO COUNTY	COMMISSIONERS COURT

ENGINEER MLA LABS, INC.

Mr. Tommy Weir or Assignee

Timothy R. Weston, P.E., Vice President

Print Name

Matthew B. Weston, Field Operations Manager

Date

Address for Giving Notices & Correspondence: 402 Blanco Avenue

Blanco, Texas 78606

Contact Person: Mr. Tommy Weir

Telephone: 830-833-5331

Fax:

Email: tweir@co.blanco.tx.us
Acct Receivable: Mr. Tommy Weir
AR Email: tweir@co.blanco.tx.us

Address for Giving Notices & Correspondence: 2800 Longhorn Boulevard, Suite 104

Austin, Texas 78758

Contact Person: Matthew B. Weston, Field Operations

Manager

Telephone: 512-873-8899 Fax: 512-835-5114

Email:

mbweston@mlalabs.com

DISTRIBUTION

This list indicates who will receive copies of testing reports.

Unless otherwise noted on this form reports will only be distributed to the client. In an effort to go paperless, please include an email address as the form of contact when available.

Job No.:	17207100.008
Project Name:	Blanco County Office Building-Blanco, Texas
OWNER:	
Attn.:	
Address;	
City/State/Zip:	
Phone:	E-mail:
ARCHITECT:	
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