

CONTRACT FOR PROFESSIONAL SERVICES

1. **Parties to the Contract.** This Contract is made by and between **Williamson County, Texas (“County”)**, whose address is 710 Main Street, Georgetown, TX 78626, and **Mollee Westfall, Attorney at Law, PLLC (“Contractor”) Cantey Hanger, 600 W. 6th St, Suite 300, Fort Worth, TX 76102.**
2. **Term of the Contract.** This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until September 30, 2024, unless extended by written agreement between both the parties.
3. **Scope of Work.** The Contractor shall lead a half day meeting with the judges of the district courts and county courts at law. The meeting will focus on issues surrounding pretrial and any potential changes in the County’s pretrial system or process.

The Contractor shall perform and deliver the following services:

On October 31, 2023, attend a series of meetings over a half-day period, including a meeting with the judiciary.

(a) During these meetings, begin work on the following:

- a. Gather information and observations about the current pretrial process and system.
 - b. Facilitate a conversation regarding strengths, weaknesses and possible changes to Williamson County’s pretrial system and process in order to address judicial immunity issues and best practices.
 - c. Assess need for additional services as appropriate.
4. **Payment for Services.** The stipulated amount to be paid to the Contractor for services under this Contract shall be paid hourly, in pro rata increments of one tenth (.1) hour segments, at Contractor’s hourly rate of \$300 with a limit of 8 hours. The County agrees to pay the Contractor for the services incorporated into this Contract by this reference. Payment shall be made within thirty (30) days of receipt of invoice.

No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of the County.

Except as otherwise provided in this Contract, Williamson County shall reimburse all travel costs and expenses in accordance with the Williamson County Vendor Reimbursement Policy.

5. **Prompt Payment Policy.** Payment for services shall be govern 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 and 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.

6. **Status of Employees and Consultants.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the County for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the County or to incur any obligation of any kind on behalf of the County. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to County employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
7. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays.
8. **Record Keeping.** The Contractor will maintain financial records that describe consultant's time and project expenses and justification for the expenses. The Contractor 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 Contractor which are directly pertinent to the service to be performed under this Contract for the purposes of making audits, examination, excerpts, and transcriptions. The parties to this Contract and/or their representatives shall have access to such records during the retention period during normal working hours and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Contractor reasonable advance notice of intended audits.
9. **Termination and Breach.** Either party may terminate this Contract by written notice of 14 days. In the event of termination or breach, the Contractor will be reimbursed for the value of services actually performed and expenses actually incurred prior to the termination or breach.
10. **Governing Law and Venue.** This Contract shall be construed and enforced in accordance with the law of the State of Texas. Venue for any claims or lawsuits will be in a state or federal court of competent jurisdiction in the State of Texas.
11. **Assignment.** No assignment of this Contract, or of the rights or obligations created by it, is valid without the prior written consent of the Contractor.
12. **Notification of Significant Issues.** The Contractor shall promptly notify the County regarding any significant issues that may impact the Contractor's fulfillment of its obligations under this Contract.

13. **Nondiscrimination.** The Contractor shall not, in the performance of this Contract, discriminate against any person because of that person's race, color, sex, national origin, religion or other characteristic or category protected by law.
14. **Confidentiality.** Except as otherwise set forth in this Contract, each party agrees not to use any proprietary or confidential information or data of the other party ("Confidential Information") for purposes unrelated to this Contract. Confidential Information shall include any and all notes, data, drafts, information, legal documents, or any work product generated during meetings as well as any conversations that occur during meetings. Each party agrees to maintain the confidentiality of the Confidential Information by not disclosing the Confidential Information to any third parties, except to the extent permitted by the terms of this Contract, provided that the recipient shall be subject to nondisclosure agreements at least as restrictive as the confidentiality provisions of this Contract. Each party agrees to use at least the same physical and other security measures for the Confidential Information as it uses for its own confidential information and documentation, however, in no event less than a reasonable degree of care. Each party agrees that it shall be responsible for violations of this obligation by its employees, contractors and/or any third party receiving such Confidential Information from the other party. Each party agrees to notify the other party promptly in the event of circumstances in which it would appear that any portion of the Confidential Information has been prejudiced or exposed to loss or disclosure, and each party shall, upon the other party's request, take reasonable steps necessary to recover any such compromised Confidential Information. The cost of taking such reasonable steps shall be borne solely by the party responsible for such prejudice, exposure, or disclosure. Notwithstanding anything to the contrary herein, each party agrees that damages would not be adequate to compensate the other party for a breach of the obligations contained in this Section and that the other party shall be entitled to seek equitable and/or injunctive relief for a breach or threatened breach of this Section, in addition to available remedies at law, without the necessity of posting a bond or other security.

Confidential Information shall not include information which (a) was known to recipient of the Confidential Information (the "Recipient") before receipt from the discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is independently developed by the Recipient without a breach of this Contract or reference to Confidential Information; (e) information or materials exchanged by the parties in advance of the meetings, unless designated by the generating party as Confidential; (f) statements that summarize the nature, tenor, or direction of the meetings without quoting specific statements made by any individual party to the meeting; or (g) statements made by any party regarding the subject matter of the meetings outside the meetings.

15. **Protection of Sensitive Case and Individual Level Information.** All case-level information that is directly transferred from the County or its partners and designees to Contractor ("Data") and all files, information, or analysis that is derived from Data ("Data Work Product") is confidential. The Contractor will hold all Data and Data Work Product in a secure manner and will protect it from disclosure, except as specifically provided in this Contract or in writing by the County.

Data and Data Work Product in electronic form shall be stored on secure drives that require credentialed log-in for individual access. All access to such Data and Data Work Product shall be restricted to authorized users who have been authenticated through secure password and log-in.

Even if the data are de-identified, the stored Data and Data Work Product will be subjected to the technical safeguards for the protection of personally-identifiable information that are generally accepted as best practices in the industry.

The Contractor, including its employees, agents, and subcontractors, will not use the Data or Data Work Product for any purpose other than that of carrying out its work under this Contract. Accordingly, the Contractor will not match or link any of the Data provided or any of the Data Work Product produced under the terms of this Contract with any datasets that are unrelated to the project described in this Contract. The Contractor will not re-disclose the Data and Data Work Product for any purposes other than those specifically stated in this Contract, except as required by law.

Should the information be available, the Contractor shall not contact any individual whose records are contained in the Data.

16. **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 data furnished to County as to whether or not the same are available to the public. It is further understood that County's 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 any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

17. **Notices.** Notices concerning this Contract shall be sent via email to the following representatives:

Mollee Westfall, Attorney at Law, PLLC
Cantey Hanger
600 W. 6th St. Suite 300
Fort Worth, TX 76102

County of Williamson
Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With a copy to:
Ronald S. Morgan, Jr.
Director, District Court Administration
405 Martin Luther King, Box 19
Georgetown, TX 78626

18. **Multiple Counterparts.** The Contract may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party represents and warrants that the undersigned is a duly authorized representative with the power to execute this Contract.

19. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

EXECUTION

The undersigned parties and their duly authorized representatives represent and warrant that they have authority to enter into this Contract and hereby agree to the terms set forth above, effective as of the date first written above.

Mollee Westfall

County of Williamson



Mollee Westfall

By: _____

Date: October 12, 2023

Date: _____