
WILLIAMSON COUNTY
AGREEMENT FOR SERVICES ADDENDUM
(The Healthy Dispatcher LLC)

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 the Texas Constitution, 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 AGREEMENT FOR SERVICES (hereinafter “Agreement”) 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 **The Healthy Dispatcher LLC** (hereinafter “Vendor”), both of which are referred to herein as the parties. The County agrees to engage Vendor as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement 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 Agreement include the following:

- A. Vendor’s Agreement for Service, attached as Exhibit “A;” and
- B. Williamson County Agreement For Services Addendum

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

Consideration and Compensation: Vendor will be compensated based on a fixed sum as set out in the Vendor’s Agreement for Services. The not-to-exceed amount under this Agreement is Fifty-Eight Thousand Dollars (\$58,000.00).

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 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided or any Services rendered.

III.

No Agency Relationship & Indemnification: It is understood and agreed that Vendor shall not in any sense be considered a partner or joint venturer with the County, nor shall Vendor hold itself out as an agent or official representative of the County. Vendor 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 Vendor or failure to act relating to the services being provided.

IV.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR 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 VENDOR, 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. VENDOR 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, VENDOR 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 VENDOR 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.

V.

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.

VI.

Compliance With All Laws: Vendor agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designed by such law or by regulation.

VII.

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.

VIII.

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.

IX.

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.

X.

Right to Audit: Vendor agrees that the 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 Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that the County shall have access during normal working hours to all necessary Vendor facilities 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 Vendor reasonable advance notice of intended audits.

XI.

Good Faith Clause: Vendor agrees to act in good faith in the performance of this Agreement.

XII.

No Assignment: Vendor may not assign this Agreement without prior written consent.

XIII.

Confidentiality: Vendor 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.

Foreign Terrorist Organizations: Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XV.

Public Information: Vendor understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVI.

Damage to County Property: Vendor shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Vendor and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Vendor shall notify County in writing of any such damage within one (1) calendar day.

XVII.

Media Releases: Vendor shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

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 Agreement on behalf of the County.

[SIGNATURE TO FOLLOW]

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

WILLIAMSON COUNTY:


Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____, 20____

VENDOR:

The Healthy Dispatcher LLC
Name of Vendor


Authorized Signature

Adam Timm

Printed Name

Date: January 30, 2024

Agreement for Services

DATES OF DELIVERY: January 2024–October 2024

PROJECT: Training & Development Initiative for Williamson County Emergency Communications

OBJECTIVES:

- Provide Communications team with outlet to share view of challenges and potential solutions
- Establish ongoing committees and/or working groups to carry momentum for change forward
- Provide evidence-based EQ and Leadership development opportunity with metrics to quantify areas of improvement, assisting leaders with formation of personal leadership vision (near- and long-term) , and developing change goals that involve all levels of the organization
- Facilitate leadership team communication and cohesion, aligning line personnel, leadership and union representatives with vision for change and next steps
- Provide entire Wilco team the opportunity for professional development with focus on organizational culture and team morale

SCOPE, DELIVERABLES & PRICING:

Contractor (The Healthy Dispatcher) will provide the Client (Wilco) the following services:

Phase 1: Organizational culture assessment using anonymous survey distributed via email.
Development of initiatives based on assessment findings

❖ Cost: \$10 ,000.00

Phase 2: EQ-i assessments and debriefs, development of 1st individual SMART goal, together with self-paced virtual learning assignments and development of additional leadership goals, with coaching support using virtual learning platform

❖ Cost: \$13 ,000.00

Phase 3: Mentorship Train-the-Trainer program

❖ Cost: \$12 ,000.00

Phase 4: All-Leadership team meeting and evaluation of EQ-i Group Report

❖ Cost: \$5 ,000.00

Phase 5: Establishment of working groups/staff committees to address top challenges named in organizational assessment

❖ Cost: \$8 ,000.00

Phase 6: Quarterly training and ongoing facilitated discussion to harmonize and align teams around change

❖ Cost: \$10 ,000.00

Phase detail:

- A. Contractor will provide organizational culture assessment, comprised of the following elements:
 - Anonymous survey directed at entire staff and in-person 1-on-1 interviews with select team members
 - Examination of center’s current metrics, including risk and liability assessment

- Review of training program and SOPs

Upon completion of assessment, Contractor will work with Client to convene working groups to address results of assessment, including focus on mission, purpose, vision and values; policy and procedure; and code of conduct

- B. Contractor will provide leadership EQ development program, including individual EQ-i 2.0 Assessment with 1-hour debrief, virtual training series, EQ-i Group Reports, and on-site leadership training day capstone based on EQ program
- C. Contractor will provide 3-day Mentorship Train-the-Trainer program, training prospective Mentor and Mentor Trainers to establish and grow the agency's internal Mentorship program
- D. Contractor will provide Quarterly Training, including two 8-hour training days for frontline personnel and one 8-hour training day for leadership team

FEE for SERVICES:

Fee is based upon project completion as a whole, not upon time units. That way you are encouraged to call upon me without worrying about a meter running.

Summary of above project and flat rate fee:

- Organizational culture assessment
- Organizational change initiatives based on assessment results
- Leadership EQ development program with virtual training component
- Mentorship Train-the-Trainer program
- Quarterly training

❖ Total price: \$58,000.00

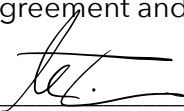
TERMS:

Purchase Order issued in the amount of total contract price (\$58,000) is required to being work. Amounts due invoiced and payable upon completion of work associated with each phase listed above.

Project will commence in February 2024 and run until completion on or before October 1, 2024.

ACCEPTANCE:

Signatures below indicate acceptance of this agreement and its terms.

Adam Timm representing Contractor: _____  Date: 2/1/24

_____ representing Client: _____ Date _____
 (Print Name) (Signature)

Client contact name/Agency:

Address:

City: State: Zip:

Telephone: Email: