



FILED FOR RECORD
at 2:00 p'clock 9 M
FEB 14 2023
RECKY LANDRUM
County Clerk, Hunt County, Tex.
By

AGREEMENT FOR ENGINEERING SERVICES Implementation Phase of the Hunt County P25 Radio Project

PART I - AGREEMENT

THIS AGREEMENT, entered into the 9th day of January 2023, by and between Hunt County, hereinafter called the "County", acting herein by County Judge Bobby Stovall hereunto duly authorized, and Trott Communications Group, Inc. hereinafter called "Firm", "Consultant", "Recipient", "SubRecipients", or "Contractors", acting herein by Roxanne Trott. The Firm's corporate office is located 1303 West Walnut Hill Lane, Suite 300, Irving, Texas 75038.

WITNESSETH THAT:

WHEREAS, the County of Hunt desires to utilized the expertise of the Firm to assist with implementing various projects associated with broadband infrastructure, public safety radio system, dispatch center equipment, and related projects under the general direction of the American Rescue Plan Act (hereinafter called ARPA) administered by the United States Department of the Treasury (USDT); and

WHEREAS, the County desires to engage the Firm to render certain services in connection with ARPA Projects.

NOW THEREFORE, the parties do mutually agree as follows:

- Scope of Services
The Firm will perform the services set out in Part II.
- Time of Performance
The services of the Firm shall commence on execution of this Agreement. In any event, all of the services required and performed hereunder shall be completed no later than the project(s) administrative closure date of December 31, 2026, as defined by the USDT.
- Local Program Liaison
For purposes of this Agreement, the designated County representative will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communications regarding the project shall be directed to this Liaison and other local personnel as appropriate.

4. Maintenance of and Access to Records

The Firm shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Firm in order to conduct audits or other investigations.

Records shall be maintained by the Firm for a period of five (5) years after all funds have been expended or returned to USDT, whichever is later.

5. Compensation and Method of Payment

The Firm shall be compensated based upon time and materials as invoiced monthly. This invoicing will be submitted during the first week of each month and it will include all time and materials associated with the services that the Firm completed the prior calendar month. Materials will include travel expenses associated with on-site meetings, surveys, inspections, and factory acceptance testing at the equipment provider's staging location.

Payment terms will be Net 30. The Firm accepts check and direct deposit payments. Payment to the Firm shall be based on the Project tasks and associated costs listed in Part II of This Agreement. The pricing provided in Part II herein represents the not to exceed value for the Project.

An Optional Contingency has been identified by the Firm and presented in Part II herein as funding to cover the Firm's unanticipated time and materials that could occur due to the complex nature and extended schedule of the County's projects associated with this Contact. If the County elects to exercise the Optional Contingency, those funds will not be used without prior consent of the County.

6. Indemnification

The Firm shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from an against any and all claims, costs, suits, and damages, including attorney's fees arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State, and local taxes on contributions imposed or required under the Social Security, worker's compensation, and income tax laws.

7. Miscellaneous Provisions

- This Agreement shall be construed under and according to the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hunt County, Texas.

- This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- In any case 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 thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Agreement.

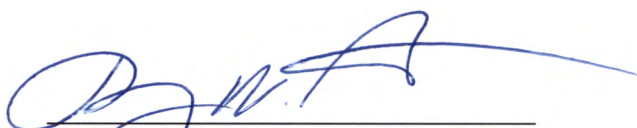
8. Standard of Performance and Deficiencies

- All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
- The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
- Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from County and at the Firm's expense if the deficiency is due to Firm's negligence. The County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the County under applicable state or federal law.
- The Firm agrees to and shall hold harmless the County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

9. Extent of Agreement

This Agreement which includes Parts I-II, and if applicable, may be amended as required. This Agreement may be amended only by a written instrument signed by authorized representatives of both County and the Firm.

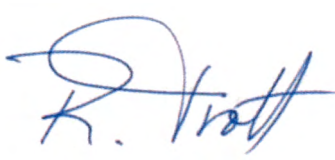
IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: 

(Local County Official)

Bobby W. Stovall
(Printed Name)

County Judge
(Title)

BY: 

(Firm's Authorized Representative)

Roxanne Trott
(Printed Name)

President
(Title)

PART II – SCOPE OF SERVICES & FEES

The County shall reimburse the Firm on a monthly basis for the professional services provided. All labor is based upon an hourly rate of \$165. Travel related expenses will be billed at actual cost without markup. Table 1 below identifies the project tasks and associated costs for the Implementation Phase of the County’s P25 Radio System Project.

Hourly Rate		\$165
Leasing & Pre Civils Support		
	Hours	Cost
Lease Technical Support	24	
Lease Pricing Support	8	
MOU/Interlocal Agreement Technical Support	24	
Civil Technical Support (Pre Construction)	48	
Civil Site Visits (Pre Construction)	24	
Leasing & Civil Subtotal:	128	\$21,120
Implementation Support		
	Hours	Cost
Civil Site Inspections (during Construction)	40	
Agency Add Planning & Support	24	
On-Site Detailed Design Review (DDR) Meetings	16	
Design Review Approvals	12	
Weekly Project Status Calls (1.5 Years)	69	
Logging Recorder (Eventide) Upgrade Support	16	
CAD Implementation Coordination	8	
L3Harris Progress Inspections	44	
Factory Acceptance Testing (FAT) Prep	8	
L3Harris FAT at Manufacturer Facility	48	
Interoperability Planning	16	
Fleetmap Planning & Support	32	
Installation Inspections	16	
Acceptance Test Plan (ATP) Documents & Prep	16	
ATP Execution & Site Inspections	48	
Coverage Test Plan Execution	10	
Testing Reports	16	
Final Inspections	18	
Cutover Planning	16	
System Cutover Support	16	
Final Documentation & Closeout Activities	24	
Project Management & Project Status Updates (1.5 Years)	33	
Implementation Subtotal:	546	\$90,090.00
Labor Total (Leasing/Civil & Implementation):		\$111,210.00
Expenses		
Local Travel (Mileage & Misc)		\$3,000.00
Factory Acceptance Test Trip		\$3,800.00
Expense Subtotal:		\$6,800.00
Total Labor & Expenses		\$118,010.00
Optional Contingency (10%)		\$11,801.00
Grand Total with Contingency:		\$129,811.00

Table 1