

**AGREEMENT BETWEEN OWNER AND ARCHITECT**

This agreement, hereinafter referred to as the "Contract," by and between TOM GREEN COUNTY, a political and legal subdivision of the State of Texas with its general offices located at 122 West Harris, San Angelo, Tom Green County, Texas 76903, (hereinafter referred to as "County" or "Owner"), and KINNEY FRANKE ARCHITECTS, INC., d/b/a Kinney Franke Architects AIA whose offices are located at 37B West Concho, San Angelo, Tom Green County, Texas 76903, (hereinafter referred to as the "Architect"), is made and entered into to be effective as of the 2nd day of December, 2014.

**WITNESSETH**

WHEREAS, the County having reviewed the qualifications of the Architect, desires to contract with the Architect for the preparation of a Needs Assessment and Long-Range Planning Study in connection with the current and future detention needs and the required facilities for Tom Green County, the scope of which is more fully described in Section 1.1(d) below; and

WHEREAS, Architect has agreed to provide such professional services for the compensation provided herein.

NOW, THEREFORE, County and Architect, in consideration of the terms, covenants, and conditions herein contained, do hereby contract as follows:

**ARTICLE 1**

**Definitions**

- 1.1 (a) Architect - means Kinney Franke Architects AIA and its engineers and consultants.
- (b) County's Representative - means the individual appointed and designated by the Tom Green County Commissioners Court to facilitate and coordinate Project issues.
- (c) Day - means the calendar day unless otherwise specifically designated.
- (d) Project - means the preparation of a Needs Assessment and Long-Range Planning Study to assess the current and future detention needs and the required facility needs of Tom Green County.

## **ARTICLE II**

### **Architect's Services and Responsibilities**

#### **2.1 Basic Services**

2.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees, Architect's consultants, and Architect's engineers as enumerated and set forth within this Contract.

2.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work so as not to cause any delay unreasonable in the Project.

2.1.3 The Architect's services shall include but not be limited to Architect's employment of sufficient qualified personnel, engineers and consultants to fully and timely accomplish the services promised and agreed to in this Contract.

2.1.4 Architect shall perform its professional services agreed hereunder in a manner satisfactory and acceptable to the County, in keeping with the professional standard of care provided by Architects in the performance of services of similar projects and scope of services.

2.1.5 Architect's services shall be in accordance with the following schedule except as adjusted for approved extensions in writing. Architect shall not be penalized for delays in this schedule beyond its control or delays occasioned by action or inaction of County.

#### **Project Performance Schedule**

##### **Calendar Days**

45	Phase 1 - Information /Data Compilation
45	Phase 2 - Space Needs
70	Phase 3 - Design Options
20	Phase 4 - Budgeting
20	Phase 5 - Final Report

The time schedule for the completion of the architect services as set forth within the Project Performance Schedule shall commence upon the issuance of a written notice to proceed. The Project shall be completed within 200 days upon the issuance of the written notice to proceed by County.

## **2.2 Information/Data Compilation**

2.2.1 Obtain and review the Facility Needs Analysis prepared by the Texas Commission on Jail Standards (Jail Commission) for Tom Green County.

2.2.2 Conduct site visits of the Lubbock County Jail and Brazos County Jail with the Tom Green County Sheriff and designated staff.

2.2.3 Submit to the Tom Green County Sheriff and Jail Commission the management concepts associated with direct supervision versus indirect supervision of the inmates.

2.2.4 Develop and submit a written questionnaire as to the needs and requirements of the County to the Tom Green County Sheriff, receive the written responses of the Tom Green County Sheriff, and compile such data and documentation into a usable written format.

2.2.5 Schedule and meet with City of San Angelo personnel to determine what issues and factors could impact and limit an expansion to the existing detention facilities including but not limited to the current location, zoning, utilities, stormwater, etc.

2.2.6 Establish and conduct meetings with the County and the Tom Green County Sheriff to confirm and revise the data gathered during the information and data gathering process.

2.2.7 Architect shall submit, in triplicate, to the County for payment of the percentage of work performed during this phase of the Contract. Twenty percent (20%) of the fee shall be authorized for this phase of the work.

## **2.3 Space Needs**

2.3.1 Architect shall consult with the Tom Green County Sheriff and County based upon information obtained in Information/Data Compilation. Architect shall prepare a Space Needs which shall be in a written format identifying the number of rooms, cells, and space required, identifying critical adjacencies, fixtures and equipment, and submit a determination of approximate room sizes and square footage requirements for the detention facilities.

2.3.2 Following completion of the Space Needs, meet with the Tom Green County Sheriff and County to review, confirm and revise the Space Needs.

2.3.3 Architect shall submit, in triplicate, to the County for payment of the percentage of work performed during this phase of the Contract. Twenty percent (20%) of the fee shall be authorized for this phase of the work.

## **2.4 Design Options**

2.4.1 Develop Overview of Design Options

2.4.1.1 Architect shall present to the Tom Green County Sheriff an overview of the design options available which shall include the following: (i) utilization of existing detention facilities and maintaining the courtrooms within the existing facility; (ii) relocating the existing courtrooms to a new court facility being contemplated by the County; and (iii) construction of a new detention facility at another location.

#### 2.4.2 Existing Jail

2.4.2.1 Preparation of schematic designs reflecting (i) an expansion/renovation of the existing detention facilities including the expansion/renovation with the courtrooms remaining within the existing facility or (ii) expansion/renovation of the detention facility with the courtrooms to be located off site. Each schematic design shall be based upon the Space Needs. The schematic designs shall include a site plan and floor plan.

2.4.2.2 Schematic designs shall identify expansion on the existing location including utilizing of the existing facilities.

2.4.2.3 Schematic designs shall take into consideration the long range and future use of the existing facilities addressing the existing intake, existing release area, existing kitchen and laundry facilities, and other long range support needs of the Tom Green County Sheriff's Office.

#### 2.4.3 New Jail

2.4.3.1 Consider construction of a new facility away from the downtown San Angelo area. Architect shall consider this option by providing general information as to costs of construction to the Tom Green County Sheriff and County; however, no schematic design shall be required.

2.4.4 Schedule and meet with Sheriff of Tom Green County and County as necessary to review each option design and incorporate changes to each option to ensure a valid comparison of the design options being considered by County.

2.4.5 During the design option phase, Architect shall meet on a regular basis with the Tom Green County Sheriff and County officials to review and discuss design options and to incorporate desired or required changes to ensure that there is a proper comparison between the projects.

2.4.6 Architect shall submit, in triplicate, to the County for payment of the percentage of work performed during this phase of the Contract. Forty percent (40%) of the fee shall be authorized for this phase of the work.

### **2.5 Budget**

2.5.1 Architect shall create budgets for the concepts as set forth within 2.4 Design Options. The budget shall address all aspects of the probable construction cost including but not limited to land acquisition, site development, utilities and extensions, demolition, cost of new construction,

cost and effect of phasing work, architectural and engineering fees, surveying, testing of construction materials, geotechnical testing, and document printing and reimbursable expenses.

2.5.2 Architect shall submit, in triplicate, to the County for payment of the percentage of work performed during this phase of the Contract. Ten percent (10%) of the fee shall be authorized for this phase of the work.

## **2.6 Final Report**

2.6.1 Architect upon the completion of 2.2, 2.3, 2.4, and 2.5 shall compile the information and data and submit said information and data in a bound final written report which shall include drawings.

2.6.2 Presentation of final report to the Commissioners Court (ten bound final reports).

2.6.3 Architect shall submit, in triplicate, to the County for payment of the percentage of work performed during this phase of the Contract. Ten percent (10%) of the fee shall be authorized for this phase of the work.

## **ARTICLE III**

### **Reimbursable Expenses**

3.1 Reimbursable Expenses are in addition to the compensation for Architect's Services and Responsibilities and include expenditures made by the Architect for the expenses listed in the following paragraphs:

- (a) Expense of photographic reproduction techniques when used in connection with Additional Service, if any;
- (b) Expense of renderings and models requested by the County in writing;
- (c) Reimbursable fees and expenses if approved in advance and in writing by the County;
- (d) Items requested by County which are not the norm for Architectural Services.

3.2 Reimbursable expenses as described in paragraph 3.1 shall be reimbursed to the Architect by the County at a multiple of one point zero five (1.05) times the expense actually incurred and paid by the Architect.

3.3 Payments for reimbursable expenses are due and payable 30 days from the date the County receives the Architect's invoice and supporting documentation.

## ARTICLE IV

### Compensation and Payments to the Architect

4.1 The fee amount for compensation for the Architect's Services and Responsibilities as described in Article II is based on the scope of the Project described in Article I. The compensation for the Architect's Services and Responsibilities shall not exceed One Hundred Twelve Thousand Dollars (\$112,000.00) which is inclusive of expenses.

4.2 Payments on account of the Architect's Services and Responsibilities shall be made in proportion to the degree of completion of each phase of the work.

4.3 Payment for services of Architect, as hereinabove referred to, shall be made following presentation, review and approval of the Architect's detailed invoice including supporting documentation in triplicate.

4.4 If any work designed or specified by the Architect during any phase is abandoned or suspended by County, in whole or in part, Architect is to be paid for the services performed prior to receipt of written notice from the County of such abandonment or suspension.

4.5 Architect's invoices to County shall provide complete information and documentation to substantiate Architect's charges. Payments to the Architect shall be made on the basis of the invoices submitted by the Architect and approved by the County. Such invoices shall conform to the services and costs in connection therewith. Should additional backup material be requested by the County, Architect shall promptly comply with such request. In this regard, should the Commissioners Court determine it necessary, Architect shall make all records and books relating to this Contract available to the County or its representative for inspection and auditing purposes.

4.6 County reserves the right to correct any error that may be discovered in any invoice that may have been paid to the Architect and to adjust the same to meet the requirements of the Contract. Following approval of invoices, County will pay Architect within thirty (30) days after receipt by County of a conforming invoice; however, under no circumstances shall Architect be entitled to receive interest on amounts due.

## ARTICLE V

### Architect's Accounting Records

5.1 Records of Architect pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to County or its authorized representatives at mutually convenient times for a minimum of three (3) years after the completion of services to the County.

## ARTICLE VI

### **Termination, Default, Time of the Essence, and Force Majeure**

6.1 In connection with the work outlined in this Contract, it is agreed and fully understood by Architect that County may cancel or indefinitely suspend further work hereunder or terminate this Contract upon seven (7) days written notice to Architect with the understanding that immediately upon receipt of said notice, all work and labor being performed under this Contract shall cease. Architect shall invoice the County for all completed work and shall be compensated in accordance with the terms of this Contract for all work accomplished prior to the receipt of said notice. No amount shall be due for loss of anticipated profits. Reproducible schematic design plans, field surveys, maps, cross sections and other data, designs and work related to the Project shall become the property of the County and upon termination of this Contract and payment therefor, and shall be promptly delivered to County in a reasonable organized form without restriction on future use. Should County subsequently contract with a new Architect for continuation of services on the Project, Architect shall cooperate in providing information and documentation as requested by the County or its authorized representative(s).

6.2 Nothing contained in paragraph 6.1 above shall require the County to pay for any work under the terms of this agreement which is not performed in accordance with this Contract or which is not submitted in compliance with the terms of this Contract. The County shall not be required to make any payments to the Architect when the Architect is in default under this Contract, nor shall this Article constitute a waiver of any right, at law and at equity, which the County may have if the Architect is in default, including the right to bring legal action for damages or to enforce specific performance of this Contract.

6.3 If the Project is stopped for a period of 30 days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, through no act or fault of the Architect, or if the Architect's work should be stopped for a period of 30 days by the County's failure to make payment thereon, then Architect may, upon 10 days written notice to the County, terminate this agreement and recover from the County payment for all work approved and completed.

6.4 Architect understands and agrees that time is of the essence and that any failure by Architect to complete the services of this Contract within the agreed Project Performance Schedule set forth within paragraph 2.1.5, adjusted for approved time extensions, will constitute a material breach of this Contract. The Architect shall be fully responsible for its delays or for failures to use its best efforts in accordance with the terms of this Contract. Upon the County's determination that a material breach of the Contract has occurred which determination shall be made in good faith and the damage to the County are due to the Architect's failure to perform the services required, the County may withhold, to the extent of such damages, Architect's payments hereunder without waiver of any of County's additional legal rights or remedies.

6.5 Neither County or Architect shall be deemed in violation of this Contract if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible or

circumstances beyond its control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

## ARTICLE VII

### Ownership of Documents

7.1 The Original Drawings and Specifications shall remain the property of the Architect. The County shall be provided digital computer document copies on CD-ROM of updated record drawings and reproducible copies upon written request of the Architect. The updated record drawings and reproducible copies shall be provided to County within 10 days of the request.

7.2 The Architect agrees that items such as plans, drawings, photos, designs, studies, specifications, computer programs, schedules, technical reports, or other work products which is/are specified to be delivered under this Contract, and which is/are to be paid for by the County, is/are subject to the rights of the County in effect on the date of this Contract. These rights include the right to use, duplicate and disclose such items in whole or in part, in any manner and for whatever purpose, and to have others do so. If an item produced by the Architect is copyrightable, the Architect may copyright it, subject to the rights of the County. The County reserves the royalty-free, non-exclusive and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so. The Architect reserves the right to publish images and information about the Project for promotional purposes and representation of capability and qualifications. The Architect shall include in its subconsultant contracts appropriate provisions to achieve the purpose of this Article VII.

7.3 All such items furnished by the Architect pursuant to this Contract are considered instruments of its services in respect to the Project. It is understood that the Architect does not represent such items to be suitable for reuse on any other project or for any other purpose(s). If the County reuses such items for a different site without the Architect's specific written verification or adaptation, such reuse will be at the risk of the County, without liability to the Architect. Any such verification or adaptation requested by the County shall entitle the Architect to further compensation at rates mutually agreed upon between the County and the Architect.

7.4 Should the Architect be terminated under this Contract, the County shall have the right to continue the Project and to have high quality reproducibles and digital computer document copies on CD-ROM of the Drawings, Specification, or other documents and to have them completed, corrected, revised or added to by another architect according to the Rules and Regulations of the State of Texas Board of Architectural Examiners. Architect shall not be liable, however, for corrections, revisions, or additions so made to the documents that are not approved or authorized by Architect.

7.5 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

**ARTICLE VIII**

**General, Supplementary and Special Conditions:**  
**Contract Administration**

8.1 County's general conditions are to be used by Architect with such adjustments as may be necessary for specific cases or instances.

8.2 This Contract shall be administered on behalf of the County by its representative, and Architect shall comply with instructions as given from said representative. Any dispute arising hereunder shall be submitted to the Commissioners Court, whose decision in the matter shall be final and binding.

8.3 Architect may not engage any consultant for any portion of the Work which Architect seeks reimbursement without prior written consent and approval by the County. A request by the Architect for County's consent and approval shall be submitted in writing. If granted, such consent and approval shall not relieve Architect of any of its duties, obligations, liabilities or responsibilities under this contractual agreement.

**ARTICLE IX**

**Insurance**

9.1 During the period of this Contract, Architect shall maintain at its sole expense, insurance with limits no less than those prescribed below:

(a) General Liability (including Contractual Liability)

Bodily Injury and Property Damage	\$1,000,000.00 Limit per Occurrence
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Aggregate	\$2,000,000.00
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(b) Automobile Liability

Bodily Injury and Property Damage	\$1,000,000.00 Limit per Occurrence
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(c) Workers' Compensations      Statutory Benefits plus \$500,000.00  
Employer's Liability

9.2 With respect to the required insurances listed in Section 9.1 (a) and (b) Architect shall:

- (a) Name County as an additional insured as its interest may appear;
- (b) Provide County a waiver of subrogation;
- (c) Provide County with a 30 day advance written notice of cancellation or material change to said insurance; and
- (d) Provide County with Certificates of Insurance evidencing required coverages upon acceptance of this Contract by Commissioners Court.

9.3 During the period of this Contract Architect shall maintain, at its expense, Architect's Errors and Omissions Insurance with limits not less than One Million Dollars (\$1,000,000.00) per occurrence.

9.4 All policies of insurance shall be written by an insurance carrier authorized to do business in the State of Texas. Architect shall furnish the County with certificates of insurance issued by the insurer. Architect shall obtain and provide to the County evidence of its purchase of 12 months extended coverage in the event said policies of insurance are occurrence policies. The extended coverage relates to discovery of unknown, undiscovered and unreported claims that may be filed after the termination of this Contract.

9.5 The County and Architect waive all rights against each other for damages caused by perils covered by insurance.

9.6 The County and Architect waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance.

## ARTICLE X

### Responsibility for Work and Indemnification

10.1 Approval by the County shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, subcontractors, agents, engineers and consultants for the accuracy and competency of their designs, specifications or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the designs, and specifications or other documents prepared by Architect, its employees, subcontractors, agents and consultants.

**10.2 ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES AND ELECTED OFFICIALS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEYS FEES, COST OF LITIGATION AND EXPENSES, ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ALL PERSONS, INCLUDING EMPLOYEES OF ARCHITECT OR ANY OF ITS CONSULTANTS, WHICH MAY ARISE FROM AN ACT, ERROR OR OMISSION, DEFECT OR NEGLIGENCE ON**

**THE PART OF ARCHITECT, ITS EMPLOYEES, AGENTS, CONSULTANTS, ENGINEERS OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT, OR ANY BREACH OF ANY OBLIGATION UNDER THIS CONTRACT.**

**ARTICLE XI**

**Assignment**

11.1 The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Contract. Architect shall not assign, sublet or transfer any interest in this Contract without the prior written authorization of County.

**ARTICLE XII**

**Amendments**

12.1 This Contract, representing the entire agreement between the parties, may be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE XIII**

**Compliance With Laws**

13.1 The Architect, its consultants, engineers, agents, employees and subcontractors shall comply with applicable federal, state and local laws and ordinances where applicable, as amended. Architect will endeavor to obtain all permits and licenses required in the performance of the professional services contracted for herein.

13.2 Architect will pay all taxes, if any, required by law arising by virtue of the services performed hereunder. The County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act found in the Tax Code.

13.3 Architect shall not be required to sign any documentation which would result in the Architect having to certify, guarantee or warrant the existence of a condition which the Architect cannot ascertain upon inspection.

**ARTICLE XIV**

**Non-Discrimination**

14.1 As a condition of this Contract, Architect hereby covenants that it will take all necessary action to ensure that, in connection with any work under this Contract, it and its consultants and subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, Architect shall keep, retain and safeguard all records relating to

this Contract or work performed hereunder for a minimum period, following completion of services to the County for three (3) years, with full access allowed to authorized representatives of the County upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

**ARTICLE XV**  
**Enforcement, Venue, Governing Laws and Notices**

15.1 This Contract shall be enforceable in Tom Green County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Tom Green County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

15.2 Any notice, demand, or request required by or made pursuant to this Contract shall be deemed properly made if made in writing and delivered by hand-delivery, facsimile, or deposited in the United States mail, postage prepaid, addressed to the respective representative and to the respective address as set forth below. The notice shall be effective on the date of receipt, unless notice is received on a Saturday, Sunday, or legal holiday, it shall be deemed received on the next business day.

**IF TO COUNTY:**

Name: Honorable Stephen C. Floyd  
Title: County Judge  
Address: 122 W. Harris  
San Angelo, Texas 76903  
Telephone: 325/653-3318  
Facsimile: 325/659-3258

**IF TO ARCHITECT:**

Name: Kye B. Franke  
Title: Principal  
Address: 37B West Concho Ave.  
San Angelo, Texas 76903  
Telephone: 325/653-2900  
Facsimile: 325/653-2910

**ARTICLE XVI**  
**Relationship of Parties**

16.1 Architect undertakes performance of the work as an independent contractor. Nothing herein shall create a relationship of employer and employee, joint venture, or partnership between the County and Architect, its agents, representatives, employees, engineers, consultants or

subcontractors, for any purpose whatsoever. Nothing herein shall create a relationship of principal and agent between County and Architect, its agents, employees, representatives, engineers, consultants or subcontractors. Neither party shall have the authority to bind nor obligate the other in any manner as a result of the relationship created hereby.

16.2 County shall not have the right to control the manner(s) or prescribe the method(s) by which Architect performs the work. Architect shall be wholly responsible for the professional and architectural services. Architect is entirely and solely responsible for its acts and the acts of its agents, employees, representatives, engineers, consultants and subcontractors engaged in the performance of the work.

16.3 Architect's personnel shall be and remain solely the employees of Architect, and at no time or in any manner shall Architect's personnel, employees, agents, representatives, engineers, consultants or subcontractors be considered as or deemed to be employees of County.

## **ARTICLE XVII**

### **Term**

17.1 Unless sooner terminated in accordance with the applicable provisions hereof, or extended by mutual agreement approved by Commissioners Court, the term of this Contract shall be from the date hereof until completion of services to the County.

## **ARTICLE XVIII**

### **Financial Interest Prohibited**

18.1 Architect covenants and represents that Architect, its officers, employees, agents, engineers, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

## **ARTICLE XIX**

### **Additional Services**

19.1 The following services are not included in Architect's Services and Responsibilities described in Article II unless specifically identified in this agreement. They shall be provided if in connection with the Project and if authorized and confirmed in writing by Commissioners Court and they shall be paid for by the County as provided in this agreement in addition to the compensation for Architect's Services and Responsibilities.

- (a) Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such work.

- (b) Preparing to serve or serving as a witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- (c) Providing any other services not otherwise included in this agreement.

19.2 For any other additional services by Architect, if any be authorized in advance in writing by County, compensation shall be computed as follows:

- (a) Principals' and employees' time at a fixed rate per hour. For the purpose of this agreement, the disciplines are:

Principal	\$175.00 per hour
Architect	\$130.00 per hour
Intern Architect/Technician	\$100.00 per hour
Administrative Staff	\$ 60.00 per hour

- (b) Additional Service of Basic Consultants (including structural, mechanical, electrical and civil engineering) shall be computed at one point zero five (1.05) times the amounts billed and paid by Architect.

## ARTICLE XX

### Miscellaneous Provisions

20.1 It is understood that the employees and elected officials of the County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gratuity or gift for services provided under this Contract. Architect warrants that no employee or agent of the County has been retained to solicit or secure this agreement and that Architect has not paid or agreed to pay any employee or elected official of the County any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the making of this agreement or as an inducement for entering into this agreement. The unauthorized offering or receipt of such payments will subject this agreement to immediate termination by Commissioners Court.

20.2 The Owner has designated Stephen C. Floyd, Tom Green County Judge, as the County's Representative for the Project.

20.3 Architect agrees to furnish to the County such information as may be requested which relates to the services described in this Agreement. Architect shall permit the County to audit-inspect records and reports, reviews services, and/or evaluate the performance of services at any time. Architect shall provide reasonable access to all the records, books, reports, and other necessary data and information requested by the County for the purpose of accomplishing reviews, inspections, and/or audits of activities, services and expenditures.

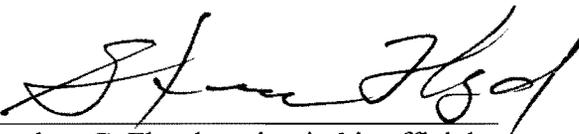
20.4 Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

20.5 The parties represent that they have the legal power and have taken the requisite action to enter into this Contract. The parties executing this Contract certify by their signatures that they have the legal power, right, and actual authority to bind their respective organizations to the terms and conditions of this Contract, and that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

EXECUTED to be effective this 2nd day of December, 2014.

**OWNER:**

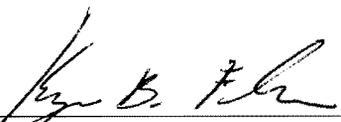
TOM GREEN COUNTY

By:   
Stephen C. Floyd, acting in his official  
capacity as County Judge and not in his  
individual capacity

Date: 12-2-14

**ARCHITECT:**

KINNEY FRANKE ARCHITECTS, INC.

By:   
Kye B. Franke, Principal

Date: Dec. 2<sup>nd</sup>, 2014