

obligations. Travel expense reimbursement will not exceed \$_____ [OR travel must be preapproved by Facilities Management]. Any travel reimbursement must include receipts. Reimbursement will be made at the following rates(s):

3.5.a. Meals: Breakfast \$8.00, Lunch \$10.00, Dinner \$22.00. Daily maximum \$40.00

3.5.b. Airfare must be preapproved by Facilities Management and booked with a common carrier

3.5.c. Mileage: [Current IRS Rate]

3.5. No travel expenses are included in this contract.

PROVIDER understands that PROVIDER will be responsible for any other expenses incurred by PROVIDER in performing the services under this contract.

4. AGENCY-INDEPENDENT CONTRACT

Neither COUNTY or any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other amenities of employment by the other party.

PROVIDER agrees to indemnify, hold harmless and defend the COUNTY for liability from damages caused or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the PROVIDER or the PROVIDER'S agent, consultant under contract, or other entity over which the PROVIDER exercises control.

5. ASSIGNMENT

Neither party may assign, in whole or in part, any interest it may have in this contract without the prior written consent of the other party.

6. THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this contract may bring a cause of action pursuant to this contract as a third party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such party may have immunity under Texas law.

7. AUDIT OF RECORDS

PROVIDER'S records for this Project are subject to audit by the COUNTY during the term of this contract.

8. ENTIRE AGREEMENT

This contract represents the entire understanding of and between the parties and superseded all prior representations. This contract may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties. This contract shall be governed by the laws of the State of Texas and venue for any action under this contract shall be in the district courts of Tarrant County, Texas.

**9.
TERMINATION**

This contract may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY:
David Phillips
Tarrant County Facilities Management
100 W. Weatherford, Suite 460B
Fort Worth, TX 76196

PROVIDER:
Contact Name
Company Name
Street
City, State, Zip

APPROVED on this day the _____ day of _____, 20____, by Tarrant County.

Commissioners Court Order No. _____.

**TARRANT COUNTY
STATE OF TEXAS**

PROVIDER

B. Glen Whitley
County Judge

Authorized Signature

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$_____:

Auditor's Office