

EXHIBIT C

AGREEMENT RELATING TO FIRE AND SECURITY ALARM MONITORING AND FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE SERVICES

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This Agreement Relating to Fire and Security Alarm Monitoring and Fire Suppression Equipment Testing and Maintenance Services ("Agreement"), dated as of the ____ day of _____, 2016 (the "Effective Date"), by and between Brushy Creek Municipal Utility District, a Texas conservation and reclamation district (the "District"), and _____, a Texas _____ ("Contractor"), evidences that:

RECITALS

WHEREAS, the District desires Contractor to provide (i) fire and security alarm system monitoring services; and (ii) fire suppression equipment inspection, testing and maintenance services (collectively, the "Services") at various buildings and facilities owned by the District, all as more particularly identified in Exhibit "A" attached hereto (collectively, the "District Facilities"); and

WHEREAS, Contractor agrees to provide the Services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Contractor contract and agree as follows:

AGREEMENT

I.

ENGAGEMENT OF INDEPENDENT CONTRACTOR

Section 1.1 Engagement of Contractor. The District hereby engages Contractor to provide the Services at the District Facilities.

Section 1.2 Description of Services. A description of the Services is attached hereto as Exhibit "B", which exhibit is incorporated herein for all purposes.

Section 1.3 Schedule and Frequency of Services. A schedule identifying the timeframe and schedule for performing all Services, including the frequency thereof, is attached hereto as Exhibit "C", which exhibit is incorporated herein for all purposes.

Section 1.4 Equipment, Tools, Materials or Supplies. Contractor shall supply, at Contractor's sole expense, all labor, equipment, tools, materials and/or supplies necessary for the provision of the Services under this Agreement. Notwithstanding the foregoing, the Parties agree that the District shall be responsible for supplying the alarm and security systems, and fire suppression equipment, for which the Services will be rendered by Contractor.

Section 1.5 Standard of Performance. Contractor shall provide Services in a professional and workmanlike manner. Contractor shall meet the performance standards set forth in **Exhibit "B"** at all times, and failure to do so shall constitute a material breach of this Agreement. Contractor shall comply with all applicable local, state and federal laws, rules and regulations.

Section 1.6 Correction of Defective Services. In the event that Contractor fails to perform any of the Services to the District's reasonable satisfaction, the District shall bring such defective Services to the attention of Contractor. Contractor shall promptly correct the defective Services. No additional compensation shall be made by the District to Contractor in connection with correcting defective Services.

II. COMPENSATION AND EXPENSES

Section 2.1 Compensation for Services. As consideration for the provision of the Services by Contractor, the District shall pay to Contractor an amount equal to \$_____ per month that this Agreement remains in effect. Contractor shall prepare and send a monthly invoice to the District for Services rendered during the preceding month. The District shall provide payment for all completed Services within 30 days after receipt of invoice for payment. Interest on non-disputed invoices shall accrue at one and one-half percent (1.5%) per month on all non-disputed charges not timely paid within 30 days.

III. REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of Contractor. To induce the District to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Contractor represents and warrants to the District as follows:

- (1) that Contractor possesses all skills necessary to perform its obligations hereunder, and is competent to perform such obligations;
- (2) that the Services shall be performed in accordance with all applicable local, state and federal laws, regulations, and governmental requirements; and
- (3) that Contractor shall be responsible for any damage to property, or injury to persons, arising out of the Services. In the event of any damage to, or loss of, District property arising out of the Services performed by Contractor, Contractor shall pay all costs and expenses incurred by the District within 10 days of receipt of an invoice for payment.

Section 3.2 Insurance. Contractor shall procure and maintain at its sole cost and

expense for the duration of this Agreement insurance of the types and amounts set forth below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services. Certificates of insurance and endorsements shall be furnished to the District and approved by the District before commencement of Services. The following standard insurance policies shall be required each in an amount not less than \$1,000,000, except as otherwise specified:

- General Liability Policy
- Automobile Liability Policy
- Workers' Compensation Policy (statutory).

IV. RELATIONSHIP OF PARTIES

Section 4.1 Independent Contractor. Contractor is an independent contractor and shall in no sense be considered an employee or agent of the District. Contractor will have no power or right to enter into contracts or commitments on behalf of the District.

Section 4.2 Taxes. The District shall not be responsible for, and shall not withhold or pay any federal, state or local income tax, nor payroll tax of any kind, on behalf of Contractor or any employees of Contractor. Contractor shall be responsible for the filing and payment of all income related taxes associated with Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes, and agrees to indemnify the District against any and all liability should Contractor be considered an employee of the District by any governmental agency.

Section 4.3 Reimbursement of Expenses. Except as otherwise agreed in writing, the District shall not be liable to Contractor for any expenses paid or incurred by Contractor.

Section 4.4 Fringe Benefits/Workers' Compensation. Contractor, as one engaged in its own independently established business, is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of the District. The District is not responsible for, and shall not provide, workers' compensation insurance for Contractor or employees of Contractor.

Section 4.5 Unemployment Tax. Contractor understands that the District shall not be making contributions on its behalf for unemployment compensation, and agrees to make whatever contributions are required of it as an employer.

V. INDEMNIFICATION

Section 5.1 General. TO THE EXTENT ARISING OUT OF CONTRACTOR'S NEGLIGENCE, ACTS OR OMISSIONS, CONTRACTOR SHALL INDEMNIFY, DEFEND AND FOREVER HOLD HARMLESS THE DISTRICT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS SUCCESSORS AND ASSIGNS AGAINST AND IN RESPECT OF ANY AND ALL LIABILITY, LOSS, CLAIMS, COST AND EXPENSE (INCLUDING REASONABLE ATTORNEYS FEES AND COSTS OF LITIGATION)

THAT MAY BE INCURRED BY THE DISTRICT ARISING OUT OF, IN CONNECTION WITH, OR THAT MAY BE INCURRED AS A RESULT OF THE PERFORMANCE OF THE SERVICE BY CONTRACTOR OR ITS PERSONNEL.

VI. TERM AND TERMINATION

Section 6.1 Term. This Agreement shall become effective as of the Effective Date upon execution by both parties. The Agreement shall remain in effect for a period of _____ (_____) months from the Effective Date. This Agreement will renew automatically for up to four successive _____ terms unless the District or Contractor gives written notice of termination as set forth below.

Section 6.2 Termination by the District.

(a) The District shall have the right to terminate this Agreement at any time and without cause by serving thirty (30) days prior written notice of termination upon Contractor.

(b) Notwithstanding any provision in this Agreement, in the event of theft, damage to property, or material breach of this Agreement by Contractor or its employees, personnel or subcontractors, the District shall be entitled to terminate this Agreement immediately by providing written notice of termination to Contractor.

(c) After the effective date of termination, all obligations of the parties with respect to each other and under this Agreement immediately shall cease and be of no further force and effect, except for any liabilities, obligations or monies which shall have then accrued or which arise out of the authorized Services performed hereunder prior to the date of termination. Under no circumstances shall Contractor be entitled to incidental or consequential damages, or any claim for lost profits as a result of any termination of this Agreement by the District.

Section 6.3 Termination by Contractor. Notwithstanding any other provision herein, Contractor shall have the right to terminate this Agreement at any time after 90 days prior written notice to the District and without cause by serving written notice of termination upon the District. The termination notice shall specify the effective date of termination. Upon the request of the District, Contractor shall suspend all Services until the effective date of termination. After the effective date of termination, all obligations of the parties with respect to each other and under this Agreement immediately shall cease and be of no further force and effect, except for any liabilities, obligations or monies which shall have then accrued or which arise out of the authorized work performed hereunder prior to the date of termination, except for any obligations that expressly survive termination of the Agreement. Under no circumstances shall the District be entitled to incidental or consequential damages, or any claim for lost profits as a result of any termination of this Agreement or any action taken in good faith by Contractor.

VII. MISCELLANEOUS

Section 7.1 Notice. Except as otherwise set forth, all notices hereunder from Contractor to the District will be sufficient if sent by certified mail or facsimile transmission with confirmation of delivery, addressed to the District to the attention of General Manager, Brushy

Creek Municipal Utility District, 16318 Great Oaks Drive, Round Rock, Texas 78681, Facsimile (512) 255-0332. All notices hereunder from the District to Contractor will be sufficiently given if sent by certified mail or facsimile transmission with confirmation of delivery to Contractor at _____, Facsimile _____.

Section 7.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas (exclusive of conflicts of law principles).

Section 7.3 Entire Agreement and Amendments. This Agreement represents the entire agreement between the District and Contractor with respect to the subject matter of this Agreement. This Agreement may not be amended except in a writing signed by the party against whom such amendment is to be enforced.

Section 7.4 Assignments. Contractor may not assign or delegate this Agreement or any rights or obligations hereunder without the prior written consent of the District. Any attempted assignment or delegation in violation of the immediately preceding sentence will be void.

Section 7.5 Severability If any of the provisions of this Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of this Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties will be construed and enforced accordingly.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT:

By: _____
Name: _____
Title: _____
Date: _____

_____:

By: _____
Name: _____
Title: _____
Date: _____

Exhibit "A"

Identification of District Facilities

- Brushy Creek Community Center
 - 16318 Great Oaks Drive
- Water Treatment Plant
 - 2300 Great Oaks Drive
- Public Works Staff Building
 - 17501 Great Oaks Drive
- Maintenance Yard
 - 3800 Oak Ridge
- Creekside Swimming Pool
 - 4300 Brushy Creek Road
- Cat Hollow Swimming Pool
 - 8600 O'Connor Drive
- Sendero Springs Swimming Pool
 - 4203 Pasada Lane
- Highland Horizon Swimming Pool
 - 416 Highland Horizon

Exhibit “B”

Description of Services at each Facility, including performance standards

- Brushy Creek Community Center
 - Fire & Security Alarm Monitoring
 - Contractor shall monitor fire alarm and security alarm systems 24 hours per day, 7 days per week, and 365 days per year by trained personnel.
 - Contractor must be able to contact authorities within 60 seconds of the alarm activation.
 - Maintain call down lists for each facility and perform call downs on receipt of the alarm.
 - Contractor shall keep detailed records of each incident. At a minimum, reports shall include day, date, time and signal (open, close, test, alarm), user identification, zone identification, dispatch and disposition information. This report shall be delivered to the designated Brushy Creek staff member within 48 hours of any incident.
 - Fire Suppression Systems Inspections
 - Fire suppression systems shall be tested, and service tagged at the main alarm panel, at the frequency required by local, State, or Federal statute. Testing shall include but not be limited to all smoke detectors, manual pull devices, sprinkler systems, fire risers, backflow valve, enunciators, visual indicators and strobes, control units, voice/alarm communication systems and other devices that may be part of the fire alarm system.
 - A record of each inspection, test, or service shall be maintained as specified in NFPA Standards and local, State, or Federal statutes. Copies of each inspection shall be forwarded to the local, State, or Federal authorities as required by law, code or ordinance. A copy of each inspection, test or service shall be forwarded to Brushy Creek within one week of completion of the inspection and/or test.
 - All work shall be performed on a scheduled and systematic basis. In all cases, all equipment shall be maintained to manufacturer’s specifications, kept in proper working order and in compliance with all applicable codes, at all times. Contractor shall schedule inspections with the Brushy Creek designated staff member.
 - Contractor shall notify the Brushy Creek designated staff member within one week of any repairs required as a result of the inspection and test.
 - Fire Extinguisher Maintenance
 - Annual visit to each Brushy Creek facility to inspect all fire extinguishers within that facility.
 - Six-year maintenance and/or hydro-testing of fire extinguishers requiring such maintenance when such maintenance does not exceed the cost of a replacement extinguisher.

- Annual reports of all fire extinguisher inspections and maintenance, and other such related reports along with follow-up reports when necessary.
- Contractor shall notify the Brushy Creek designated staff member within one week of any repairs required as a result of the inspection.

2. Water Treatment Plant

- Fire & Security Alarm Monitoring
 - Contractor shall monitor fire alarm and security alarm systems 24 hours per day, 7 days per week, and 365 days per year by trained personnel.
 - Contractor must be able to contact authorities within 60 seconds of the alarm activation.
 - Maintain call down lists for each facility and perform call downs on receipt of the alarm.
 - Contractor shall keep detailed records of each incident. At a minimum, reports shall include day, date, time and signal (open, close, test, alarm), user identification, zone identification, dispatch and disposition information. This report shall be delivered to the designated Brushy Creek staff member within 48 hours of any incident.
- Fire Suppression Systems Inspections
 - Fire suppression systems shall be tested, and service tagged at the main alarm panel, at the frequency required by local, State, or Federal statute. Testing shall include but not be limited to all smoke detectors, manual pull devices, sprinkler systems, fire risers, backflow valve, enunciators, visual indicators and strobes, control units, voice/alarm communication systems and other devices that may be part of the fire alarm system.
 - A record of each inspection, test, or service shall be maintained as specified in NFPA Standards and local, State, or Federal statutes. Copies of each inspection shall be forwarded to the local, State, or Federal authorities as required by law, code or ordinance. A copy of each inspection, test or service shall be forwarded to Brushy Creek within one week of completion of the inspection and/or test.
 - All work shall be performed on a scheduled and systematic basis. In all cases, all equipment shall be maintained to manufacturer's specifications, kept in proper working order and in compliance with all applicable codes, at all times. Contractor shall schedule inspections with the Brushy Creek designated staff member.
 - Contractor shall notify the Brushy Creek designated staff member within one week of any repairs required as a result of the inspection and test.
- Fire Extinguisher Maintenance
 - Annual visit to each Brushy Creek facility to inspect all fire extinguishers within that facility.
 - Six-year maintenance and/or hydro-testing of fire extinguishers requiring such maintenance when such maintenance does not exceed the cost of a replacement extinguisher.

- Annual reports of all fire extinguisher inspections and maintenance, and other such related reports along with follow-up reports when necessary.
- Contractor shall notify the Brushy Creek designated staff member within one week of any repairs required as a result of the inspection.

3. Public Works Staff Building

- Security Alarm Monitoring
 - Contractor shall monitor security alarm system 24 hours per day, 7 days per week, and 365 days per year by trained personnel.
 - Contractor must be able to contact authorities within 60 seconds of the alarm activation.
 - Maintain call down lists for each facility and perform call downs on receipt of the alarm.
 - Contractor shall keep detailed records of each incident. At a minimum, reports shall include day, date, time and signal (open, close, test, alarm), user identification, zone identification, dispatch and disposition information. This report shall be delivered to the designated Brushy Creek staff member within 48 hours of any incident.
- Fire Extinguisher Maintenance
 - Annual visit to each Brushy Creek facility to inspect all fire extinguishers within that facility.
 - Six-year maintenance and/or hydro-testing of fire extinguishers requiring such maintenance when such maintenance does not exceed the cost of a replacement extinguisher.
 - Annual reports of all fire extinguisher inspections and maintenance, and other such related reports along with follow-up reports when necessary.
 - Contractor shall notify the Brushy Creek designated staff member within one week of any repairs required as a result of the inspection.

4. Maintenance Yard

- Fire Extinguisher Maintenance
 - Annual visit to each Brushy Creek facility to inspect all fire extinguishers within that facility.
 - Six-year maintenance and/or hydro-testing of fire extinguishers requiring such maintenance when such maintenance does not exceed the cost of a replacement extinguisher.
 - Annual reports of all fire extinguisher inspections and maintenance, and other such related reports along with follow-up reports when necessary.
 - Contractor shall notify the Brushy Creek designated staff member within one week of any repairs required as a result of the inspection.

5. Creekside, Cat Hollow, Sendero Springs, and Highland Horizon Pools

- Fire Extinguisher Maintenance

- Annual visit to each Brushy Creek facility to inspect all fire extinguishers within that facility.
- Six-year maintenance and/or hydro-testing of fire extinguishers requiring such maintenance when such maintenance does not exceed the cost of a replacement extinguisher.
- Annual reports of all fire extinguisher inspections and maintenance, and other such related reports along with follow-up reports when necessary.
- Contractor shall notify the Brushy Creek designated staff member within one week of any repairs required as a result of the inspection.

Exhibit “C”

Schedule for Performance of Services

1. Contractor shall monitor fire alarm and security alarm systems 24 hours per day, 7 days per week, and 365 days per year by trained personnel.
2. All work shall be performed on a scheduled and systematic basis. In all cases, all equipment shall be maintained to manufacturer’s specifications, kept in proper working order and in compliance with all applicable codes, at all times. Contractor shall schedule inspections with the Brushy Creek designated staff member.