

RESOLUTION # IV. B.3 - 6-11-24

RESOLUTION AND ORDER OF THE COMMISSIONERS COURT OF RAINS COUNTY, TEXAS
APPROVING THE CORRECTED CONTRACT BETWEEN COLUMBIA POWER SYSTEMS (DR.
ROBERT J. STEELE/CONSULTANT) AND RAINS COUNTY.

WHEREAS, the Commissioners Court has identified a need for a Sub-Contractor to act as a
consultant for Battery Energy Storage System Compliance Review, Technical Consultation
and Support for Rains County, Texas.

WHEREAS, Dr. Robert J. Steele has the necessary expertise and qualification to provide
consulting services in these areas and has submitted a corrected service contract for
approval; and;

NOW THEREFORE, be it resolved, that the Commissioners Court of Rains County, Texas:
designates the County Judge as its Chief Executive Officer and Authorized Representative
to act in all matters in connection with this matter.

ENACTED UPON IN OPEN COURT on this the 11th day of June 2026.

Absent

Brent D. Hilliard, County Judge

[Signature]

Jeremy Cook, Precinct 1

[Signature]

Mike Willis, Precinct 2

[Signature]

Korey Young, Precinct 3

[Signature]

Lori Northcutt, Precinct 4

26 May 2026

Honorable Brent Hilliard
Rains County Judge
167 E Quitman St., Ste. 102
Emory, TX 75440

Re: Letter of Engagement for Battery Energy Storage System Compliance Review and Technical Consultant Support for Rains County, Texas

Dear Judge Hilliard,

This Engagement Letter is provided to Rains County, Texas (the "County") and Columbia Power Systems, Inc. ("Consultant"), based on the informal elicitation of technical consulting services whereby Consultant will provide technical consulting services to support the County's review of Battery Energy Storage System (BESS) owners and operators ("Applicants") for compliance with the International Fire Code (IFC) as adopted by the State of Texas Fire Marshal, Rains County regulations, NFPA 1, NFPA 101, NFPA 855, and UL 9540.

1. Background and Qualifications

Dr. Robert Steele, President of Columbia Power Systems, Inc., is a recognized subject matter expert in the energy storage market sector with 42 years of progressive experience in interoperable power system design, analysis, and safety. His expertise includes:

- Leadership of international engineering teams delivering innovative solutions for complex technical and geopolitical challenges.
- Design, construction, testing, and commissioning of Nationally Recognized Testing Laboratory (NRTL)-compliant energy storage systems since 2014.
- Current UL 9540 and UL 9540A Technical Committee Member and contributing author to NFPA 855.
- Leadership of UL 9540 Technical Subcommittees on Second-Life EV battery designs and explosion mitigation.
- Recipient of the National Fire Protection Association Research Foundation grant to develop explosion analysis guidelines for energy storage systems.
- Current support for Van Zandt County, Texas, reviewing BESS Construction and Operations Permit submittals for normative compliance.
- Technical support to a U.S. OSHA NRTL, assisting manufacturers with UL 9540/9540A-compliant designs, arc flash, fire risk, and explosion hazard analyses.
- Former leadership of Bulk Power System (BES) fragility analyses of the BPA, WECC, ERCOT, and Eastern Interconnection in support of FEMA critical infrastructure planning.

- Current U.S. Department of Energy Hanford Operations electrical safety consultant, providing independent design review and field surveillance.
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2. Scope of Services

Consultant will serve exclusively as the County's Technical BESS Consultant. Services shall include:

- Review of Construction and Operations Permit Submittal Documentation for compliance with IFC, State of Texas, Rains County Guidance and Regulations, NFPA 855, and UL 9540.
 - Silent participation in County/Project meetings, providing technical opinions only to the County unless otherwise authorized.
 - No direct interaction with Applicants without County authorization and participation. Any unauthorized contact shall be immediately disclosed to the County.
 - Consultant does not act on behalf of the County but provides recommendations for mitigation. All correspondence will be through or approved by the County prior to Applicant engagement.
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3. Deliverables

Deliverables are negotiable but shall include for each contracted project:

1. Microsoft Excel Comment & Resolution File (provided to County; may be shared with Applicant at County's discretion):
 - Applicant Document Reviewed
 - Specific IFC/State/County/NFPA 855/UL 9540 section/clause not satisfied
 - Explanation of Nonconformance/Finding/Observation
 2. Separate County-Only Document (linked to findings, not shared with Applicant) that proposes potential solutions for compliance.
 3. Monthly Time Accounting with summary of work performed
 4. Other deliverables as mutually agreed
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4. Timeline and Term

- Initiation: Up to 100 hours authorized upon verbal or written Notice to Proceed.

- Duration: Anticipated 6–18 months, dependent on Applicant performance. It is noted that present Van Zandt County AHJ support has required time that has exceeded 1200 hrs of technical consulting time.
 - Comment-Resolution Response: Target 4–6 weeks from submittal receipt.
 - Key Dates: Established by County and agreed upon based on Consultant workload.
 - Termination: By mutual written agreement or 30-day written notice. Demobilization costs may apply.
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5. Compensation and Payment Terms

- Contract Type: Time & Materials
 - Hourly Rate: \$250.00 per hour
 - Billing Increments: Hourly
 - Reimbursable Expenses: Capped at 10% of total fees
 - Travel Meals & Incidentals: U.S. GSA rates
 - Airfare, rental car, lodging: Actual costs
 - Authorization: Cost control will implemented where written authorization will be provided by the County in 100-hour increments.
 - 80% Notification: Consultant will alert County when 80% of increment is consumed
 - Invoicing: Monthly, Net 30 days, with detailed hourly logs
 - Remittance: Within 30 days of invoice submittal.
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6. Independent Contractor Status

Consultant is an independent contractor, not an employee of Rains County. The County shall have no liability for payroll taxes, benefits, or workers' compensation.

7. Confidentiality and Data Ownership

- Proprietary Information: Consultant's models, algorithms, and native files remain intellectual property of Columbia Power Systems, Inc. and shall not be disclosed beyond validation of Applicant modeling. Any Applicant models, numerical analyses, or electronic files shall not be used for any other projects or purposes.

- County Deliverables: All reports, Excel files, and written opinions become County property upon full payment.
 - Public Information Act: Consultant will comply with Texas Government Code §552; County will manage all public records requests.
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8. Conflict of Interest and Recusal

Any potential conflict of interest shall be immediately disclosed to the County. Upon disclosure, Consultant shall recuse from related activities unless otherwise directed by the County.

9. Advisory Nature of Services

Consultant's services are advisory only, consisting of technical opinions based on information provided and professional judgment. Consultant does not provide legal, regulatory, accounting, or tax advice. No opinion guarantees compliance, outcome, or enforceability.

10. Limitation of Liability and Indemnification

TO THE FULLEST EXTENT PERMITTED BY LAW, Consultant shall not be liable for any claims arising from the County's reliance on Consultant's technical opinions in legal, regulatory, or administrative proceedings.

The County shall defend, indemnify, and hold harmless Columbia Power Systems, Inc., its officers, directors, employees, and agents from any third-party claims (including governmental actions) related to:

1. The County's use or implementation of Consultant's opinions
2. Allegations that Consultant's opinions caused legal recourse

This obligation includes immediate defense with counsel acceptable to Consultant, payment of all judgments/settlements, and reimbursement of costs. It survives termination and applies regardless of legal theory.

No Errors & Omissions Insurance shall be required.

11. Governing Law and Dispute Resolution

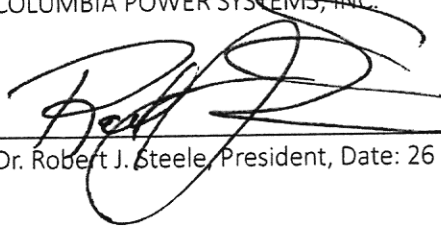
This Engagement Letter shall be governed by Texas law. Venue shall be in Rains County, Texas.

Any technical difference of opinion shall first be addressed via mediation. Unresolved disputes shall be resolved through binding arbitration in Rains County under Texas Civil Practice and Remedies Code Chapter 171.

12. Acceptance

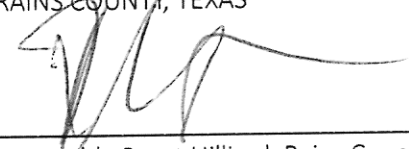
By signing below, the parties agree to the terms herein.

COLUMBIA POWER SYSTEMS, INC.



Dr. Robert J. Steele, President, Date: 26 May 2026

RAINS COUNTY, TEXAS



Honorable Brent Hilliard, Rains County Judge, Date:

APPROVED AS TO FORM: Rains County Judge's Office

**CONTRACT FOR TECHNICAL CONSULTANT SERVICES BETWEEN RAINS
COUNTY AND COLUMBIA POWER SYSTEMS, INC.**

THIS CONTRACT is made this **26th day of May, 2026**, by and between the **County of Rains, State of Texas**, with a business address of 220 West Quitman St, Emory, Texas, 75440, hereinafter called "**COUNTY**," and **Columbia Power Systems, Inc.**, a S Corporation, hereinafter called "**Consultant**," with both sometimes referred to collectively herein as the "Parties."

WITNESSETH:

WHEREAS, the Rains County Commissioners Court has identified a need to engage a technical consultant possessing the necessary skills and experience to provide needed peer-review consulting services related to Utility Grade Energy Storage Systems (the "Work"); and,

WHEREAS, CONSULTANT submitted its qualifications and desires to contract with the COUNTY to provide its services to the COUNTY; and,

WHEREAS, COUNTY deems this Contract and the services to be performed hereunder to be unique as a personal or professional services contract and desires to engage CONSULTANT to provide the services described hereunder; and,

WHEREAS, the Parties understand that requirements set forth in the Tex. Gov't Code §2254.001 et seq., the Professional Services Procurement Act, may apply to this Contract.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Engagement of CONSULTANT.** The COUNTY hereby engages CONSULTANT for CONSULTANT to perform certain professional services for the benefit of COUNTY. CONSULTANT accepts such engagement pursuant to the terms and conditions set forth herein. The purpose of this contract is for CONSULTANT to serve as a Consultant for the COUNTY. CONSULTANT shall use its good faith and best efforts to provide information, professional services, advice, and deliverables to the COUNTY, which is more particularly described below and in the attached.

2. **Scope of Work:** CONSULTANT will provide services which include, but are not necessarily limited to, the following:

- a. Review existing County regulations and application procedures and provide guidance and information.
- b. When requested, CONSULTANT will review applications COUNTY receives related to Utility Grade Energy Storage Systems. Such review will include, but will not necessarily be limited to, reviewing application and supporting documents, participating in County meets as requested, providing technical advice to County,

and working closely with County officials and staff to answer questions and provide information.

- c. Consultant may be asked to provide advice and guidance to the County Fire Marshal.

3. Term. This contract shall be effective from the 1st day of November, 2025, through the 30th day of September, 2026. Upon expiration, the Parties may confer regarding continuation of services.

4. Compensation. This Contract is subject to budget appropriation and approval of the Rains County Commissioners Court. The COUNTY and CONSULTANT agree that CONSULTANT will be compensated in the amount of Two Hundred and Fifty Dollars (\$250.00) per hour to provide the services as described, for a total amount not to exceed Fifty Thousand Dollars (\$ 50,000). The CONSULTANT'S expenses, for authorized travel, shall be reimbursed according to the GSA rates then in effect. All expenses will be reimbursed at actual cost.

5. CONSULTANT'S Deliverables. CONSULTANT will be responsible for deliverables that include, but are not necessarily limited to:

- a. Microsoft Excel and/or Word document containing comments and proposed solutions for compliance matters.
- b. Applications, once reviewed, containing comments, revisions, and suggestions.
- c. Monthly billing to include a report of time worked, separated by applicant name and/or project name.

6. Commencement of Work. The COUNTY shall issue a Notice to Proceed once all documents have been fully executed and returned and CONSULTANT has provided proof of required insurance and all other conditions, if any, have been satisfied.

7. Permits, Licenses, and Certifications. CONSULTANT represents and warrants that it has determined what permits, licenses, and certifications are required under this Contract and that it has acquired, and will maintain, at its sole cost, all required permits, licenses, and certifications, if any.

8. Intellectual Property. The Parties agree that neither has the right to use the logo or name of the other party unless written permission is granted. Further, the Parties agree that neither has the right to use the logo or name of any entity, which may be involved, including the logo of the EDA, FEMA, HUD, or any other federal agency or program.

9. Insurance. CONSULTANT is required to have and maintain insurance as described herein. The terms and conditions of insurance must be included in each policy.

- a. Professional Liability Insurance. CONSULTANT shall maintain professional liability insurance with a limit of at least One Million Dollars (\$1,000,000.00) covering all individuals performing professional services under this Contract.
 - b. Workers' Compensation. CONSULTANT is also required to comply with Texas law regarding Workers' Compensation and to obtain and maintain coverage if required.
 - c. Required Insurance Terms. CONSULTANT agrees that, with respect to the above referenced insurance, all insurance contracts will contain the following required provisions:
 - i. Provide for thirty (30) days' notice to the COUNTY prior to cancellation, non-renewal, or material change in coverage; and,
 - ii. Provide for notice to COUNTY of any changes to the policy; and,
 - iii. CONSULTANT agrees to waive subrogation against COUNTY, its officers and employees for injuries, including death, property damage, or any other loss.
10. Limitation of Liability. In no event shall COUNTY be liable to CONSULTANT for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including lost profit, whether foreseeable or not, which arises out of or results from any breach of this Contract whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity, or otherwise.
11. Antitrust Affirmation. The CONSULTANT represents and warrants that, in accordance with §2155.005 of the Texas Government Code, neither CONSULTANT nor any associated company or anyone acting on behalf of CONSULTANT has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code or federal antitrust laws, or (2) communicated directly or indirectly, the CONSULTANT'S response to any request for proposals, qualifications, or bids, or the like, to any competitor or any other person engaged in the same line of business as CONSULTANT.
12. Assignment. CONSULTANT shall not assign this Contract, or assign, transfer, or delegate, in whole or in part, any of its interest in, or rights or obligations under, this Contract without the prior written consent of the COUNTY, and any attempted or purported assignment, transfer, or delegation thereof without such written consent shall be null and void.
13. Buy Texas Affirmation. In accordance with Section 2155.4441 of the Texas Government Code, CONSULTANT agrees that during the performance of a contract for services, it shall purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced out of state.

14. Child Support Obligation Affirmation and Certification of Compliance with the Texas Family Code. Under Section 231.006 of the Texas Family Code, the CONSULTANT certifies that the individual or business entity names in this Contract is not ineligible to receive specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. If CONSULTANT certifies that there is no child support delinquency, but it is later determined that there is delinquency, COUNTY may terminate this Contract and withhold payment.

15. Contracting Information Responsibilities. In accordance with Section 552.372 of the Texas Government Code, the CONSULTANT agrees to:

- a. Preserve all contracting information related to the Contract as provided in the records retention requirements applicable to the COUNTY for the duration of the Contract;
- b. Promptly provide to the COUNTY any contracting information related to the Contract that is in the custody or possession of the CONSULTANT on request of the COUNTY; and,
- c. On termination or expiration of the Contract, either provide at no cost to the COUNTY all contracting information related to the CONTRACT that is in the custody or possession of the CONSULTANT or preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the COUNTY.
- d. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements under Subchapter J, Chapter 552, Government Code, may apply to the Contract and CONSULTANT agrees that the Contract can be terminated if the CONSULTANT knowingly or intentionally fails to comply with a requirement of that subchapter.

16. COVID-19 Vaccine Passport Prohibition. CONSULTANT certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from CONSULTANT'S business. CONSULTANT acknowledges that such a vaccine or recovery requirement would make CONSULTANT ineligible for a state-funded contract.

17. Critical Infrastructure Affirmation. Pursuant to Government Code Section 2274.0102, CONSULTANT certifies that neither it nor its parent company, nor any affiliate of CONSULTANT or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 or (2) headquartered in any of those countries.

18. Cybersecurity Training. CONSULTANT represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
19. Dealings with Public Servants Affirmation. CONSULTANT has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal.
20. Debts and Delinquencies Affirmation. CONSULTANT acknowledges and agrees that, to the extent CONSULTANT owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts CONSULTANT is otherwise owed under the Contract may be applied toward any debt CONSULTANT owes to the State of Texas until the debt is paid in full. These provisions are effective at any time CONSULTANT owes any such debt or delinquency. Tex. Gov't. Code §2252.903
21. Disaster Recovery Plan. In accordance with Texas Government Code Section 441.190, CONSULTANT shall provide to COUNTY the descriptions of its business continuity and disaster recovery plans. Tex. Gov't Code §441.190
22. Disclosure of Prior Employment:
- a. *State or Political Subdivision Employment in Previous Two Years.* In accordance with Section 2254.033 of the Texas Government Code, relating to **technical peer-review consulting services**, CONSULTANT certifies that it does not employ an individual who has been employed by the COUNTY or another agency (the State or political subdivision thereof) at any time during the two (2) years preceding the submission of its proposal or bid or, in the alternative, CONSULTANT has disclosed in its proposal or bid the following: (i) the nature of the previous employment with the COUNTY or other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
 - b. *County Employment in Previous Year.* CONSULTANT represents and warrants that none of its employees including, but not limited to those authorized to provide services under the Contract, were employees of the COUNTY during the twelve (12) month period immediately prior to the date of execution of the Contract.
 - c. *Executive Head of State Agency Affirmation.* Under Section 669.03 of the Texas Government Code, CONSULTANT certifies that it does not employ, or has disclosed its employment of, any former executive head of a state agency or the COUNTY. CONSULTANT must provide the following information in any disclosure: (1) Name of former executive; (2) Name of state agency or COUNTY; (3) Date of separation from state agency or COUNTY; (4) Position held with CONSULTANT; (5) Date of employment with CONSULTANT.

23. Dispute Resolution. Subject to Texas Government Code, Section 2260.002, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and set forth below in subsections (a)-(d) shall be used by the parties to attempt to resolve all disputes arising under this Contract. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, the Parties agree claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections a - d.

- a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the CONSULTANT'S claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, CONSULTANT may make a claim against COUNTY for breach of contract and the COUNTY may assert a counterclaim against the CONSULTANT as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, CONSULTANT must provide written notice to COUNTY of a claim for breach of the contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the CONSULTANT seeks as damages; and (3) the legal theory of recovery.
- b. The chief administrative officer, or if designated in the Contract, another officer of the COUNTY, shall examine the claim and any counterclaim and negotiate with the CONSULTANT in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
- c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this contract as to the parts of the claim that are not resolved.
- d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with COUNTY, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the CONSULTANT'S sole and exclusive process for seeking a remedy for an alleged breach of contract by the COUNTY if the Parties are unable to resolve their disputes as described in this section.
- e. Nothing in this Contract shall be construed as a waiver of the State's or the COUNTY'S sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities

available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. COUNTY does not waive any privileges, rights, defenses, or immunities available to COUNTY by entering into this contract or by its conduct, or by the conduct of any representative of COUNTY, prior to or subsequent to entering into this Contract.

- f. Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the CONSULTANT:
 - i. filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or
 - ii. initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

24. Energy Company Boycotts. CONSULTANT represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies, or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, CONSULTANT shall promptly notify COUNTY.

25. Entities that Boycott Israel. CONSULTANT represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott Israel, or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, CONSULTANT shall promptly notify COUNTY.

26. E-Verify Program. By entering into this Contract, CONSULTANT certifies and affirms that it utilizes, and will continue to utilize for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the employment eligibility of:

- a. All persons employed to perform duties within the State of Texas, during the term of this Contract; and,
- b. All persons (including subcontractors) assigned by the CONSULTANT to perform work under this Contract, within the United States of America.

Upon request, CONSULTANT shall immediately provide an electronic or hard copy of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires (of CONSULTANT, contractors, or subcontractors) that meet the criteria above, as proof that this clause is being followed.

27. Excess Obligations Prohibited – Contract Subject to Availability of Funds. This Contract is subject to termination or cancellation, without penalty to COUNTY, either in whole or in part, subject to the availability of funds. COUNTY shall make best effort attempts to obtain and appropriate funds necessary for the administration of this Contract.
28. Excluded Parties. CONSULTANT certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.
29. False Statements. CONSULTANT represents and warrants that all statements and information prepared and submitted with its proposal, bid, or other response to COUNTY are current, complete, true, and accurate. Submitting documents with false statements or material misrepresentations may result in immediate termination of this Agreement.
30. Financial Participation Prohibited Affirmation. Under Section 2155.004 (b) of the Texas Government Code, CONSULTANT certifies that the individual or business entity named in this Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
31. Firearm Entities and Trade Associations Discrimination. CONSULTANT verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, CONSULTANT shall promptly notify COUNTY.
32. Foreign Terrorist Organizations. CONSULTANT 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.
33. Governing Law, Forum, and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law provisions. The proper forum of any suit arising under the Contract is the State of Texas. Venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Rains County, Texas, unless the specific venue is otherwise identified in a statute then in effect.
34. Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the CONSULTANT certifies that the individual or business entity named in this Contract is not ineligible to receive the Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
35. Indemnification (General): CONSULTANT shall defend, indemnify and hold harmless the COUNTY and/or any and all officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of

CONSULTANT or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any purchase orders issued under the Contract. The Defense shall be coordinated by CONSULTANT with the County Attorney's Office when the COUNTY is named as a defendant in any lawsuit and CONSULTANT may not agree to any settlement without first obtaining the concurrence from the County Attorney's Office. CONSULTANT and COUNTY agree to furnish timely written notice to each other of any such claim.

36. Indemnification as it Relates to Intellectual Property. CONSULTANT shall defend, indemnify, and hold harmless the COUNTY from and against any and all claims, violations, misappropriations, or infringement of any patent, trademark, copyright, trade secret, or other intellectual property rights and/or other intangible property, publicity or privacy rights and/or in connection with or arising from:

- a. The Performance or actions of CONSULTANT pursuant to this Contract;
- b. Any deliverable, work product, configured service or other service provided hereunder; and/or

37. No Conflicts of Interest. CONSULTANT represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

38. Public Information Act. Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

- a. In accordance with Section 2252.907 of the Texas Government Code, CONSULTANT is required to make any information created or exchanged with the COUNTY pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the COUNTY.\
- b. If this Contract has a stated cost of One Million Dollars (\$1,000,000) or more for the COUNTY'S purchase of goods and/or services or will result in the expenditure of at least One Million Dollars (\$1,000,000) in public funds for the COUNTY'S purchase of goods and/or services during a fiscal year, the CONSULTANT shall:
 - i. Preserve contracting information for the duration of this Contract;
 - ii. Upon request, provide the COUNTY any of the contracting information that is in the CONSULTANT'S possession, control, or custody; and,
 - iii. On completion of the Contract either:
 1. Provide such contracting information to the COUNTY at no cost; or

2. Preserve such contracting information as provided by the records retention requirements applicable to the COUNTY.
 - c. If CONSULTANT fails to comply with these records requirements, Texas law may require the COUNTY to terminate this Contract.
39. Signature Authority. CONSULTANT represents and warrants that the individual signing this Contract is authorized to sign on behalf of CONSULTANT and to bind CONSULTANT.
40. Standard of Care for Consultants. Pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, CONSULTANT shall perform services (1) with professional skill and care ordinarily provided by competent Consultants or Consultants practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent Consultant or Consultant.
41. Suspension or Debarment. CONSULTANT certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
42. Bargaining. The COUNTY and the CONSULTANT have had the opportunity to seek independent legal counsel before entering into this Contract. Both the COUNTY and the CONSULTANT have participated fully in the preparation of this Contract and the language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.
43. Binding Effect. This Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.
44. Compliance with Laws. CONSULTANT shall conduct its business under the terms of this Contract in such a manner that it does not violate federal, state, or local laws or regulations applicable to the conduct of its operations under the terms of this Contract.
45. Contract Construction. Captions and other headings contained in this Contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
46. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.

47. Damage to Government Property. CONSULTANT shall be liable for all damage to government-owned, leased, or occupied property, and equipment caused by the CONSULTANT and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to this Contract. CONSULTANT shall notify COUNTY, in writing, within twenty four (24) hours of any such damage. CONSULTANT is responsible for the removal of all debris resulting from the work performed unless this Contract specifically states otherwise.

48. Domestic Preference in Procurement. As appropriate and to the extent consistent with law, COUNTY prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section, the following definitions apply:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

49. Drug-Free Workplace. CONSULTANT represents and warrants that it shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free workplace.

50. Force Majeure. The Parties shall not be held responsible or liable for any failure or delay in the performance of obligations hereunder if such failure or delay is caused directly or indirectly from forces beyond its control such as strikes, accidents, acts of war or terrorism, civil or military disturbances, nuclear catastrophes, Acts of God, so long as the event was unforeseeable and the Parties are utilizing reasonable care and due diligence in the performance of their duties under this Contract and the Parties practices are consistent with acceptable practices in their industries. A party wishing to invoke this provision must immediately notify the other party of the force majeure event and shall remain in regular communication thereafter. If the party cannot resume performance within sixty (60) days of a force majeure event, either party may elect to terminate this Contract.

51. Good Faith and Best Efforts. COUNTY and CONSULTANT agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that each perform in a timely manner.

52. Identity Theft Prevention. When appropriate, CONSULTANT, for itself, successors, assigns, and subcontractors agree to familiarize themselves with 16 CFR § 681, Identity Theft Rules and other relevant law. CONSULTANT agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of "Red Flag" events.

53. Immigration. CONSULTANT represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. §1101 et seq.) and all subsequent immigration laws and amendments.

54. Independent Contractor Status. CONSULTANT and CONSULTANT'S employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither CONSULTANT nor COUNTY is an agent of the other and neither may make any commitments on the other party's behalf. Should CONSULTANT subcontract any of the services required in the Contract, CONSULTANT expressly understands and acknowledges that in entering into such subcontract(s), COUNTY is in no manner liable to any subcontractor(s) of CONSULTANT. In no event shall this provision relieve CONSULTANT of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. CONSULTANT shall have no claim against COUNTY for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or any other employee benefits or compensation of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between CONSULTANT and COUNTY.

55. Integration and Amendments. This Contract constitutes the entire agreement between the parties and may not be amended, altered, modified, or changed in any way except in writing signed by all parties to this Contract and which specifically references this Contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract. Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.

56. Legal and Regulatory Actions. CONSULTANT represents and warrants that it is not aware of and has not received notice of any court or governmental agency actions, proceedings, or investigations, etc., pending or threatened, against CONSULTANT or any of the individuals or entities it will subcontract with to perform its duties under this Contract within five (5) calendar years immediately preceding its submission of a bid, proposal, quote, or other document to the COUNTY related to this Contract. If CONSULTANT is aware of any such court or governmental agency action, it has provided a detailed explanation to COUNTY prior to the execution of this Contract.

57. Licensing of Intellectual Property:

- a. COUNTY hereby grants to CONSULTANT, for the term of this Contract, a limited non-exclusive, royalty-free, non-assignable, non-transferable license to the COUNTY'S trademarks on published materials in the United States related to the performance of this Contract; provided that such license is expressly conditioned upon, and subject to, the following: (a) CONSULTANT is in compliance with all

provisions of the Contract; and (b) CONSULTANT'S use of trademarks is strictly as provided in the relevant statutes.

- b. This Contract creates a non-exclusive and perpetual license for COUNTY to copy, use, or modify for its own use, any and all copyrights, designs and other intellectual property which are prepared by CONSULTANT under this Agreement ("Documents and Data"), to which CONSULTANT retains ownership of all intellectual property rights.
- c. *Media Releases and Use of COUNTY'S Name, Logo, or Other Likeness.* CONSULTANT shall not use COUNTY'S name, logo, or other likeness in any press release, marketing material, or other announcement without COUNTY'S prior written permission. The COUNTY does not endorse any vendor, commodity, or service. CONSULTANT is not authorized to make or participate in any media releases or public announcements pertaining to this Contract without prior written consent that includes the scope of the permission granted.

58. Limitation of Authority. The parties agree that this Contract shall not have the effect of delegated any of COUNTY'S authority to CONSULTANT except as expressly provided for herein. CONSULTANT shall not incur any debt, obligation, expense or liability of any kind on behalf of COUNTY.

59. Non-Discrimination. The Parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.

60. No Third-Party Beneficiaries. This Contract is made solely and specifically among and for the benefit of the COUNTY and the CONSULTANT and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of this Contract as a third-party beneficiary.

61. Notices. Any notice, demand or other document which either party is required or may desire to give or deliver to or make upon the other party shall be in writing and may be personally delivered, sent by an overnight delivery service, or given by registered or certified mail, return receipt request, postage prepaid, addressed to the parties at their respective addresses set forth below. Each party hereto may designate a different address for itself by notice similarly given.

If to the COUNTY: Rains County
 c/o Rains County Judge
 176 Quitman St. #102
 Emory, TX 75440

If to the CONSULTANT: Columbia Power Systems, Inc.
 c/o Dr. Robert J. Steele

3487 Lakeside Lane
West Richland, WA 99353

Notices delivered personally shall be deemed received at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

62. Ownership of the Work/Property Rights. For the purposes of this Contract, the term "Work" is defined as all work papers, work product, materials, approaches, design, specifications, systems, software, programs, source code, documentation, methodologies, concepts, intellectual property, or other property developed, produced, or generated in connection with this Contract.

- a. COUNTY and CONSULTANT intend this agreement to be a contract for the services and/or products CONSULTANT is providing and each considers the Work and any and all documentation or other products to be the results of the CONSULTANT'S services rendered and to be a work of the COUNTY and COUNTY property.
- b. CONSULTANT acknowledges that the Work, and all rights therein, shall belong to the COUNTY and that CONSULTANT, and its employees, agents, assigns, or other representatives, shall have no rights in ownership of the Work.
- c. CONSULTANT hereby sells, assigns, and transfer to the COUNTY, its successors and assigns, the entire right, title, and interest in and to the copyright in the Work (if applicable) and any and all income, royalties, damages, claims, or payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or equity for past, present, or future infringement based on the copyright(s).
- d. CONSULTANT agrees to execute any papers necessary and to take any actions necessary for the COUNTY or its agent to secure the rights herein assigned. In the event that CONSULTANT has rights in and to the Work that cannot be assigned, transferred, or sold, CONSULTANT hereby grants the COUNTY an exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, such rights to make, have made, use, sell and offer for sale any products developed by practicing such rights.
- e. CONSULTANT shall deliver to COUNTY all completed, or partially completed, Work and any and all documentation or other products and results of the Work. Failure to timely deliver such Work or any and all documentation or other products and results of the Work is a breach of this Contract. If applicable, CONSULTANT will not make or retain any copies of the Work without the prior written permission of COUNTY.

63. Permits, Certifications, and Licenses. CONSULTANT represents and warrants that it has determined what permits, certifications, and licenses are required under this Contract and has acquired all applicable permits, certifications, and licenses.

64. Prompt Payment Act. All payments made pursuant to this Contract shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payments and remedies for late payments and non-payment.

65. Refunds. CONSULTANT will promptly refund or credit within thirty (30) days any funds erroneously paid by COUNTY which are not expressly authorized under this Contract.

66. Severability. If any provision of the Contract is construed by a court of competent jurisdiction to be illegal or invalid, such construction shall not affect the legality of the other provisions in the Contract. The illegal or invalid provision will be deemed severable and stricken from the Contract as if it has never been incorporated herein, but all other provisions shall remain in full force and effect.

67. Sovereign and Governmental Immunity. The Parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or liability that the COUNTY or the State of Texas may have by operation of law.

68. Subcontractors. CONSULTANT may not subcontract any or all of the Work and obligations due under the Contract without the prior written consent of the COUNTY. Subcontracts, if any, entered into by the CONSULTANT shall be in writing and subject to the requirements of this Contract. If CONSULTANT chooses to enter into a contract with a subcontractor, COUNTY shall be in no manner liable to any subcontractor. In no event shall this provision relieve CONSULTANT of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract.

69. Survival. Expiration or termination of this Contract for any reason, or no reason at all, does not release CONSULTANT from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that is by its nature, would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation, the provisions regarding warranties, indemnification, confidentiality, and rights and remedies upon termination.

70. Taxes. Purchases made for the COUNTY are exempt from state and federal tax. The COUNTY can furnish a Tax Exemption Certificate upon request. CONSULTANT represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, state, or local income, sales, or excise tax of CONSULTANT to its employees. COUNTY shall not be liable for any taxes resulting from this Contract.

71. Termination for Convenience. COUNTY may unilaterally terminate this Contract for convenience on thirty (30) days written notice. There is no buyout or other amount due if County terminates early. Upon termination, CONSULTANT shall refund County any prorated amounts attributable to the terminated months within thirty (30) days of the termination. The COUNTY will promptly review all outstanding invoices and will remit payment, unless any amount is in dispute. If any amount is disputed, the COUNTY will pay the undisputed portion and the Parties

will resolve any dispute in accordance with Section 2251 of the Texas Government Code. If COUNTY has prepaid for any goods or services, CONTRACTOR shall refund COUNTY any amount prepaid within thirty (30) days of the termination.

72. Termination for Cause. If CONSULTANT materially defaults in its obligations under this Contract and fails to cure the same within fifteen (15) days of notice of the default from COUNTY, COUNTY shall have the right to (i) immediately terminate this Contract by delivering written notice to CONSULTANT, and (ii) pursue any and all remedies available in law, in equity, under this Contract. CONSULTANT understands and acknowledges that it is liable for its actions or inaction that leads to any material breaches of this Contract and any related agreements.

73. The Texas Tort Claims Act. By entering into this Contract, COUNTY, and its "employees," as defined by the Governmental Tort Claims Act, Title 5 of the Texas Civil Practice & Remedies Code, §101.001 et seq., does not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Contract modifies and/or waives any provision of the Texas Tort Claims Act, including any limitations of liability.

74. Unfair Business Practices. CONSULTANT represents and warrants that it has not been the subject of allegations of violating the Deceptive Trade Practices Act found in Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice, or court suit, and that CONSULTANT has not been found to be liable for such practices in such proceeding. CONSULTANT certifies that it has no officers who have served as officers of other entities which have been the subject of allegations of the Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

75. Use of County Property. CONSULTANT is prohibited from using COUNTY Property for any purpose other than performing the Work. "County Property" includes, but is not limited to, COUNTY'S office space, identification badges, keys, IT equipment and networks, electronic devices, software, VPN, or other resource of the COUNTY. CONSULTANT may not use any computing device to access COUNTY'S network or email while outside of the United States. CONSULTANT shall not perform any maintenance services on COUNTY Property unless this Contract expressly authorizes such services. During the time that COUNTY Property is in CONSULTANT'S possession, CONSULTANT shall be responsible for (i) all repair or replacement costs association with loss of property or damage beyond normal wear and tear (ii) all charges attributable to CONSULTANT'S use of COUNTY Property that exceeds the scope of the Contract. CONSULTANT shall fully reimburse the COUNTY for any such charges within ten (10) days of CONSULTANT'S receipt of COUNTY'S notice of amount due. Use of COUNTY Property for purposes not authorized by Contract shall constitute a breach of contract and may result in termination of the Contract and the COUNTY'S pursuit of other remedies available under the law.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

Date: May 26th 2026

"COUNTY"
RAINS COUNTY, TEXAS,
A political subdivision of the State of Texas

(SEAL)
ATTEST:



Mandy Sawyer
County Clerk

By: Brent D. Hilliard
Brent D. Hilliard, County Judge

Additional Signature Page Follows

Date: 26 May 2026

"CONSULTANT"
Dr. Robert Steele
Columbia Power Systems, Inc

By: 

Dr. Robert J. Steele, President
Printed Name and Title

(CORPORATE SEAL)

ATTEST: 
Cheyenne Calderon teller
Printed Name and Title

CONSULTANT'S ACKNOWLEDGEMENT

STATE OF Washington)
) ss:
COUNTY OF Benton)

On this 26 day of May, 2026, before me, a
Notary Public, in and for the above state and county, personally appeared
Robert Steele, known to me to be or who proved on the basis
of satisfactory evidence to be the person whose name is subscribed to this instrument, and
acknowledged that he or she executed the same for the purposes contained therein.

(SEAL)



Cheyenne Calderon
Notary Public 