

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
OCTOBER 6TH, 2009
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, and Wire Transfers submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.

(Items 5 – 7)

5. Consider closing Pine Bluffs Trail from Buccaneer Trail to Greybull Drive on Oct. 31st, 2009 from 6:00 pm - 10:00 pm.
6. Consider and take appropriate action on authorizing the transfer of various items including vehicles through inter-office transfer to County departments and/or auction/donation/destruction or trade-in.
(Complete list filed with official minutes)
7. Discuss and consider preliminary plat approval of CR Estates, Pct. 3.

REGULAR AGENDA

8. Award Presentation by Karen A. Norris, TAC Executive Director who will present the of the 2009 TAC Leadership Foundation County Best Practices Award to Williamson County. Ms. Norris will be accompanied by Jack Coffee, TAC Field Representative.
9. Discuss and take appropriate action on resolution regarding National Accounts Payable Recognition Week.
10. Recognize District Attorney John Bradley for being presented the "Prosecutor of the Year" award by the State Bar Association of Texas.
11. Hear presentation and take appropriate action on water play area in the Southwest Regional Park by Barbara Austin of RVI.
12. Discuss and take appropriate action on resolution designating the month of November, 2009 as "Pancreatic Cancer Awareness Month" in Williamson County.
13. Discuss and take appropriate action on road bond program.
14. Authorize County Judge to execute Interlocal Agreement with the City of Leander for the construction, operation and maintenance of County Road 269, also known as Hero Way.
15. Consider authorizing County Judge to execute a Development Agreement with Transit Village Investments, Inc. for the construction of County Road 269, also known as Hero Way.
16. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
17. Discuss and take appropriate action regarding a Resolution nominating candidates for election to the Board of Directors for the Williamson Central Appraisal District.
18. Discuss and take appropriate action awarding and ratifying the lease proposals received from the sole respondents to the to the county's request for proposal to lease the county's office spaces located at 306-310 W. 7th Street, Georgetown, Texas, also known as the office suites at Belford Square.
19. Discuss and take appropriate action on audio/visual systems design and installation proposal by Data Projections, Inc. for the BJA FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation.
20. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Estimated Voluntary Duty:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.341220	Voluntary Duty Rev, SO	\$19,432.13	01
	0100.0000.341226	Voluntary Duty Rev, Juv Serv	\$2,534.63	02

	0100.0000.341230	Voluntary Duty Admin Fees	\$997.24	03
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21. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Estimated Voluntary Duty pay:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.001117	Voluntary Duty Pay	\$15,000.00	01
	0100.0560.002010	FICA	\$1,147.50	02
	0100.0560.002050	Worker's Comp	\$750.00	03
	0100.0570.001117	Voluntary Duty Pay	\$2,250.00	04
	0100.0570.002010	FICA	\$172.13	05
	0100.0570.002050	Worker's Comp	\$112.50	06
	0100.0576.001117	Voluntary Duty Pay	\$2,250.00	07
	0100.0576.002010	FICA	\$172.13	08
	0100.0576.002050	Worker's Comp	\$112.50	09

EXECUTIVE SESSION

22. Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.07121 Deliberation Regarding Real Property.)
23. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
24. Deliberation regarding Economic Development Negotiations (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.087 Deliberation regarding Economic Development Negotiations.)
25. Discuss personnel issues (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.074 Deliberation regarding matters concerning personnel.) Employment of Human Resources Director.
26. Discuss and take appropriate action on real estate.
27. Discuss and take appropriate action on pending or contemplated litigation.
28. Discuss and take appropriate action concerning deliberation regarding Economic Development Negotiations.
29. Discuss and take appropriate action regarding matters concerning personnel in the matter of employment of the Human Resources Director.
30. Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2009 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Milwood Block Party

Commissioners Court - Regular Session

Date: 10/06/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Consent

Information

Agenda Item

Consider closing Pine Bluffs Trail from Buccaneer Trail to Greybull Drive on Oct. 31st, 2009 from 6:00 pm - 10:00 pm.

Background

Event Title: Halloween - Milwood Party

Type of Closure: Block Party

Description: Pine Bluffs Trail is only one block long. Only one side of the street has a sidewalk and that sidewalk does not extend for the entire block. The closure will be between Buccaneer and Greybull. This is so children can trick or treat.

Location of Road Closure: Pine Bluffs Trail from Buccaneer to Greybull

Location Short Description: Milwood - Austin

Event Start Time: 10/31/2009 6:00 PM

Event End Time: 10/31/2009 10:00 PM

Alternate Dates: none

HeadCount: 100

Requestor First Name: Karen

Requestor Last Name: Wolman

Requestor Address: 7000 Pine Bluffs Trail Austin, TX 78729

Requestor Email: kdw954@austin.rr.com

Requestor Primary Telephone: 512-258-6853

Requestor Mobile Phone: 954-993-4025

Event Review Due Date: 9/23/2009 12:00 AM

This has been submitted through sharepoint and all parties have reviewed and approved it.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [PineBluffsTrail](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 09/18/2009 09:46 AM

Consent Agenda

Commissioners Court - Regular Session

Date: 10/06/2009
Submitted By: Ursula Stone, Purchasing
Department: Purchasing
Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on authorizing the transfer of various items including vehicles through inter-office transfer to County departments and/or auction/donation/destruction or trade-in.
 (Complete list filed with official minutes)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [transfers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing	Bob Space	09/30/2009 09:35 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	09/30/2009 10:12 AM	APRV

Form Started By: Ursula Stone
 Started On: 09/29/2009 04:00 PM
 Final Approval Date: 09/30/2009

Williamson County

Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ SALE at the earliest auction *
 ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP LaserJet 5 Printer	serial JPK F050406	1002271	Working
	(works for needs a new drum)			

Parties involved:

FROM (Transferor Department): 26th District Ct.

Transferor - Elected Official/Department Head/

Authorized Staff:

Brenda Wilkerson

Print Name

Brenda Wilkerson

Signature

Contact Person:

Brenda Wilkerson

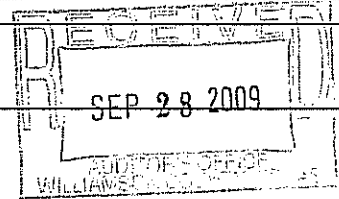
Print Name

512-943-1226

Phone Number

9-24-09

Date



TO (Transferee Department/Auction/Trade-In/Donee):

Transferee - Elected Official/Department Head/

Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ In Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Williamson County

Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

☐ TRANSFER between county departments

☐ TRADE-IN for new assets for the county

☒ SALE at the earliest auction

☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	Dell GX280 PC	B9MH081	C000891	Non-Working
				Working
	located at ITS			

Parties involved:

FROM (Transferor Department): ELECTIONS

Transferor - Elected Official/Department Head/

Authorized Staff:

JULIE SEIPPEL

Print Name

Signature

Date September 23, 2009

Contact Person:

Keith Swenson

Print Name

+1 (512) 943-1456

Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): AUCTION

Transferee - Elected Official/Department Head/

Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-In, no signature is necessary.)

Contact Person:

Print Name

Signature

Date

Print Name

Phone Number

For assets donated to a non-county entity:

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$

Forward to County Auditor's Office

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Williamson County

Asset Status Change Form

[Print Form](#)
The following asset(s) is(are) considered for: (select one)

- ☐ **TRANSFER** bet ween county departments ☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset List:

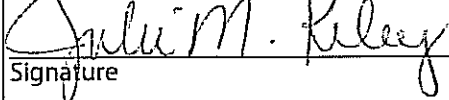
Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	Dell 4500 PC	J7DHV11	C586	Working
				Working

Parties involved:
FROM (Transferor Department): AUDITOR

**Transferor - Elected Official/Department Head/
Authorized Staff:**

JULIE KILEY

Print Name



Signature

Date September 23, 2009

Contact Person:

Keith Swenson

Print Name

+1 (512) 943-1456

Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): AUCTION

Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative: (If being
approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

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- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets for the county
☒ SALE at the earliest auction
 ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	4-Drawer Lockable metal filing cabinet (no key)			Working
1	NetApp F720 server	28453		Working
1	Dell Poweredge 1300 server	0W275		Working
1	Powerware 9125 UPS	10P7ATM		Working
1	Powerware 9125 UPS	9910-10P3CHD		Working
1	APC UPS model # SUA3000RMXL3U	JS0731003743		Working
1	Dell Monitor	CN-0Y4299-71618-SBN-CB9M		Non-Working
1	Dell Monitor	CN-0M1609-46633-43V-1VKS		Non-Working

Parties involved:

FROM (Transferor Department): ITS

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

Jay Schade

Keith Swenson

Print Name

Print Name

Signature

+1 (512) 943-1456

Phone Number

Date September 23, 2009

TO (Transferee Department/Auction/Trade-in/Donee): AUCTION

Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative: (If being
approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

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☐ TRADE-IN for new assets for the county

☒ SALE at the earliest auction

☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	KOGL Monitor	B7VX21900017		Non-Working
2	Dell Docking Stations with Monitor Stands			Working
1	Dell Monitor	MX-04D133-47741-1CE-20GY		Non-Working
2	Dell Keyboards			Working
1	Speaker Set			Working
1	HP Monitor	UST7320474		Working
1	Proxim Wireless	1S75451		Non-Working
1	Proxim Wireless	879T741		Non-Working

Parties involved:

FROM (Transferor Department): ITS

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

Jay Schade

Keith Swenson

Print Name

Print Name

Signature

+1 (512) 943-1456

Phone Number

Date September 23, 2009

TO (Transferee Department/Auction/Trade-in/Donee): AUCTION

Transferee - Elected Official/Department Head/

Authorized Staff OR Donee - Representative: (If being
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Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

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☐ TRANSFER bet ween county departments☐ TRADE-IN for new assets for the county☒ SALE at the earliest auction☐ DONATION to a non-county entity**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	Dell Dimension 4300 PC	BPDx311	C000020	Working
1	Dell Inspiron 8600 laptop	H0HLY41	C000617	Working
1	Dell Inspiron 8600 laptop	CQ0KR61	C000609	Working
1	Dell Inspiron 8100 laptop	57T1W01	C000610	Working
1	Dell Dimension 4500 PC	CQPVT11	C000848	Working
1	Proxim Wireless	1Q45451		Non-Working
1	Dell Inspiron 3500 laptop	V4XG8		Working
1	HP P2015dn printer	CNBJM14515	I000393	Non-Working

Parties involved:FROM (Transferor Department): ITS

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Jay SchadeKeith Swenson

Print Name

Print Name

[Signature]512 943 1456

Signature

Phone Number

Date September 23, 2009

TO (Transferee Department/Auction/Trade-in/Donee):

Transferee - Elected Official/Department Head/

Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-In, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

For assets donated to a non-county entity:

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$

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Williamson County

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- ☐ **TRANSFER** between county departments
- ☒ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity

Asset List:

[illegible]

Parties involved:

FROM (Transferor Department): JUVENILE

Transferor - Elected Official/Department Head/

Authorized Staff:

Sherry Graves

Print Name _____

Signature

Date September 28, 2009

Contact Person:

Keith Swenson

Print Name _____

+1 (512) 943-1456

Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): AUCTION

Transferee - Elected Official/Department Head/

Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-In, no signature is necessary.)

Contact Person:

Print Name _____

Print Name _____

Signature

Phone Number

Date _____

For assets donated to a non-county entity:

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$

Forward to County Auditor's Office

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Williamson County

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- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets for the county
☒ SALE at the earliest auction
 ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	Dell 4100 PC	652KD01	C000351	Working
	located at ITS			

Parties involved:

FROM (Transferor Department): Fleet

Transferor - Elected Official/Department Head/
Authorized Staff:

Mike Fox

Print Name

Signature

Date September 23, 2009

Contact Person:

Keith Swenson

Print Name

+1 (512) 943-1456

Phone Number

TO (Transferee Department/Auction/Trade-In/Donor): AUCTION

Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative: (If being
approved for Sale or Trade-In, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

For assets donated to a non-county entity:

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$

Forward to County Auditor's Office

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Williamson County

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- ☐ **TRANSFER** between county departments
 ☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction
 ☐ **DONATION** to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	Dell SX260 PC	4W9GX21	C000240	Non-Working
				Working

located at ITS

Parties involved:

FROM (Transferor Department): TAX

**Transferor - Elected Official/Department Head/
Authorized Staff:**

Contact Person:

~~JOE PONDROM~~ Deborah Hunt

Keith Swenson

Print Name

Print Name

Signature

+1 (512) 943-1456

Phone Number

Date September 23, 2009

TO (Transferee Department/Auction/Trade-in/Donor): AUCTION

**Transferee - Elected Official/Department Head/
Authorized Staff OR Donor - Representative:** (If being
approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

For assets donated to a non-county entity:

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$

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- ☐ **TRANSFER** bet ween county departments ☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	Dell 4100 PC	4XBLD01	CC00863	Working
				Working
	located at ITS			

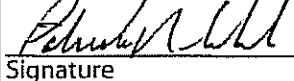
Parties involved:

FROM (Transferor Department): 911 COMMUNICATIONS

**Transferor - Elected Official/Department Head/
Authorized Staff:**

PATRICK COBB

Print Name



Signature

Date September 23, 2009

Contact Person:

Keith Swenson

Print Name

+1 (512) 943-1456

Phone Number

TO (Transferee Department/Auction/Trade-In/Donee): AUCTION

**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being
approved for Sale or Trade-In, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

For assets donated to a non-county entity:

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$

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- ☐ **TRANSFER** bet ween county departments ☐ **TRADE-IN** for new assets for the county
☒ **SALE** at the earliest auction ☐ **DONATION** to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	Dell 4700 PC	2RST251	C000500	Working
1	Dell 4700 PC	DY6MG61	C000002	Working
	located at HS			

Parties involved:

FROM (Transferor Department): SHERIFF

**Transferor - Elected Official/Department Head/
Authorized Staff:**

Contact Person:

~~DEBRA WOLF~~ Tony Marshall

Keith Swenson

Print Name

Print Name

T. Marshall

+1 (512) 943-1456

Signature

Phone Number

Date September 23, 2009

TO (Transferee Department/Auction/Trade-in/Donee): AUCTION

**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being
approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

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The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$

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Williamson County

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- ☐ TRANSFER between county departments ☐ TRADE-IN for new assets for the county
☒ SALE at the earliest auction ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	HP Officejet L7780	MY775521MG		Non-Working
				Working
	located at ITS			

Parties involved:

FROM (Transferor Department): EOC

Transferor - Elected Official/Department Head/
Authorized Staff:

JOHN SNEED

Print Name

Signature

Date September 23, 2009

Contact Person:

Keith Swenson

Print Name

+1 (512) 943-1456

Phone Number

TO (Transferee Department/Auction/Trade-In/Donor): AUCTION

Transferee - Elected Official/Department Head/

Authorized Staff OR Donee - Representative: (If being
approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Phone Number

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Forward to County Auditor's Office

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If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____



Williamson County Vehicle Status Change Form

Identify Vehicle:

2FAPP71W65X148489 ✓
Vehicle Identification Number

SO
Department

4516
Door Number

897640
License Plate Number

2005
Year

FORD
Make

CROWN VIC
Model

BLKWHT
Color

Reason for Status Change:

☐ Accident

Attach:

1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 99,866

☐ Not mechanically sound

☐ Other: Explain

Method of Status Change: This vehicle is to be considered for: (Select one)

- ☐ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation
- ☒ TRANSFER between county departments **
- ☐ TRADE-IN for new assets of same general type for the county
- ☐ OTHER
- ☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Elected Official/Department Head/Authorized Staff

Print	Signature	Date
** Complete this section ONLY if method of Status Change is "TRANSFER between county departments"		
TO: (transferee department):	Transferee:	
EMS - 540		
Elected Official/Department Head/ Authorized Staff releasing vehicle:	Signature	DATE
L.C. Marshall	Kenny Schnell	09/22/09
Print Name	Print Name	
Signature	Date	Phone Number
	8-19-09	512-943-1264

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

☐ Vehicle Marked for Auction and moved to Auction Yard

☒ Forward forms and reports to County Auditor's Office

Print Mike Fox Signature [Signature] Date 9-2-09

Williamson County

Asset Status Change Form



The following asset(s) is(are) considered for: (select one)

- ☐ TRANSFER bet ween county departments
 ☒ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
- ☐ SALE at the earliest auction *
 ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (Year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag #	Condition of Assets (Working, Non-Working)
1	HP Designjet 800 Printer	SG1639C205S/1351	42540	Working

Parties involved:

FROM (Transferor Department): URS

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

Greg Bergeron

Lisa Pohlmeier

Print Name

Print Name

Greg Bergeron

943-3364

Signature

Date Phone Number

TO (Transferee Department/Auction/~~Trade-In~~/Donee): Miller Blueprint

Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative: (If being
approved for Sale or Trade-In, no signature is necessary.)

Contact Person:

Carl Clapsaddle

Print Name

Print Name

Signature

Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ In Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____



Williamson County

Vehicle Status Change Form

Identify Vehicle:

2FAHP71W23X182029 ✓ 50 4368
Vehicle Identification Number Department Door Number

856073 2003 FORD CROWN VIC BLK/WH
License Plate Number Year Make Model Color

Reason for Status Change:

☐ Accident

Attach:

1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 112,514

☐ Not mechanically sound

☐ Other: Explain

Method of Status Change: This vehicle is to be considered for: (Select one)

- ☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation
- ☐ TRADE-IN for new assets of same general type for the county
- ☐ SALE to a government entity / civil or charitable organization in the county at fair market value
- ☐ TRANSFER between county departments **
- ☐ OTHER

Elected Official/Department Head/Authorized Staff

Print Signature Date

** Complete this section ONLY if method of Status Change is "TRANSFER between county departments"

TO: (transferee department):

Elected Official/Department Head/
Authorized Staff releasing vehicle:

Contact Person

L.C. Marshall

Print Name

Print Name

L.C. Marshall

Signature

8-19-09

Date

Phone Number

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

☐ Vehicle Marked for Auction and moved to Auction Yard

☒ Forward forms and reports to County Auditor's Office

Print Signature Date 9-2-09



Williamson County Vehicle Status Change Form

Identify Vehicle:

2FABP71WX3X158360 ✓
Vehicle Identification Number

50
Department

4377
Door Number

892KGL
License Plate Number

2003
Year

FORD
Make

CROWN VIC
Model

WHITE
Color

Reason for Status Change:☐ Accident**Attach:**

1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 109,344☐ Not mechanically sound☒ Other: Explain Expected life in fleet exceeds 130%**Method of Status Change:** This vehicle is to be considered for: (Select one)

- ☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation
- ☐ TRADE-IN for new assets of same general type for the county
- ☐ SALE to a government entity / civil or charitable organization in the county at fair market value
- ☐ TRANSFER between county departments **
- ☐ OTHER

Elected Official/Department Head/Authorized Staff

Print	Signature	Date
** Complete this section ONLY if method of Status Change is "TRANSFER between county departments"		
TO: (transfer to department):		
Elected Official/Department Head/ Authorized Staff releasing vehicle:		Contact Person
L.C. Marshall		
Print Name	Print Name	
Signature	Date	Phone Number
	8-19-09	

Forward to Fleet Services Manager - Mike Fox**For Fleet Services Use Only**

- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☐ Forward forms and reports to County Auditor's Office

Print Mike Fox Signature Date 9-2-09



Williamson County

Vehicle Status Change Form

Identify Vehicle:

ZFAHP71W74X138156✓	50	4422
Vehicle Identification Number	Department	Door Number
875353	2004 FORD	CROWN VIC
License Plate Number	Year Make	Model Color

Reason for Status Change:

☐ Accident

Attach:

1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 101,080

☐ Not mechanically sound

☐ Other: Explain

Method of Status Change: This vehicle is to be considered for: (Select one)

- ☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation
- ☐ TRADE-IN for new assets of same general type for the county
- ☐ SALE to a government entity / civil or charitable organization in the county at fair market value
- ☐ TRANSFER between county departments **
- ☐ OTHER

Elected Official/Department Head/Authorized Staff

Print	Signature	Date
** Complete this section ONLY if method of Status Change is "TRANSFER between county departments"		
TO: (transferee department):		
Elected Official/Department Head/ Authorized Staff releasing vehicle:		Contact Person
L.C. Marshall		
Print Name	Print Name	
Signature	Date	Phone Number
	8-19-09	

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print Mike Fox Signature [Signature] Date 9-2-09



Williamson County Vehicle Status Change Form

Identify Vehicle:

2FAFP71W85X148493✓	50	4510
Vehicle Identification Number	Department	Door Number
897635	2005 FORD	CROWN VIC
License Plate Number	Year Make	Model Color

Reason for Status Change:☐ Accident**Attach:**

1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 103,988☐ Not mechanically sound☐ Other: Explain**Method of Status Change:** This vehicle is to be considered for: (Select one)

- ☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation
- ☐ TRADE-IN for new assets of same general type for the county
- ☐ SALE to a government entity / civil or charitable organization in the county at fair market value
- ☐ TRANSFER between county departments **
- ☐ OTHER

Elected Official/Department Head/Authorized Staff

Print _____ Signature _____ Date _____

** Complete this section ONLY if method of Status Change is "TRANSFER between county departments"

TO: (transferee department): _____

Elected Official/Department Head/
Authorized Staff releasing vehicle:

Contact Person

L.C. Marshall

Print Name

Print Name

[Signature]

Signature

8-19-09

Date

Phone Number

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox III

Signature

[Signature]

Date

9-2-09



Williamson County Vehicle Status Change Form

Identify Vehicle:

2FAPP71W11X164660 ✓	SO	4105
Vehicle Identification Number	Department	Door Number
HLW625	2001	FORD
License Plate Number	Year	Make
		CROWN VIC
		Model
		BLUE
		Color

Reason for Status Change:

☐ Accident

Attach:

1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 115,653

☐ Not mechanically sound

☒ Other: Explain Expected life in fleet equals 167%

Method of Status Change: This vehicle is to be considered for: (Select one)

- ☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation
- ☐ TRADE-IN for new assets of same general type for the county
- ☐ SALE to a government entity / civil or charitable organization in the county at fair market value
- ☐ TRANSFER between county departments **
- ☐ OTHER

Elected Official/Department Head/Authorized Staff

Print	Signature	Date
* Complete this section ONLY if method of Status Change is "TRANSFER between county departments"		
TO: (transferee department):		
Elected Official/Department Head/ Authorized Staff releasing vehicle:		
Contact Person		
LC MARSHALL		
Print Name	Print Name	
Signature	Date	Phone Number
LC Marshall	8-19-09	

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print	Signature	Date
Mike Fox	[Signature]	9-2-09



Williamson County Vehicle Status Change Form

Identify Vehicle:

2FAFP71W41X159436✓	50	4107
Vehicle Identification Number	Department	Door Number
805353	2001 FORD	CROWN VIC
License Plate Number	Year Make	Model Color

Reason for Status Change:

☐ Accident

Attach:

1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 80526

☐ Not mechanically sound

☒ Other: Explain Maintenance costs life to date amount to 54% of purchase price of vehicle, expected fleet life in months over 200%

Method of Status Change: This vehicle is to be considered for: (Select one)

- ☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation
- ☐ TRADE-IN for new assets of same general type for the county
- ☐ SALE to a government entity / civil or charitable organization in the county at fair market value
- ☐ TRANSFER between county departments **
- ☐ OTHER _____

Elected Official/Department Head/Authorized Staff

Print _____ Signature _____ Date _____

** Complete this section ONLY if method of Status Change is "TRANSFER between county departments"

TO: (transferee department) _____

Elected Official/Department Head/
Authorized Staff releasing vehicle:

Contact Person

L.C. Marshall

Print Name

Print Name

[Signature]

8-19-09

Signature

Date

Phone Number

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

[Signature]

Date

9-2-09



Williamson County Vehicle Status Change Form

Identify Vehicle:

2FAP71W7YX115697 ✓
Vehicle Identification Number

SO
Department

4001
Door Number

BYT742
License Plate Number

2000
Year

FORD
Make

CROWN VIC
Model

WHITE
Color

Reason for Status Change:☐ Accident**Attach:**

1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 99,201☐ Not mechanically sound☒ Other: Explain Expected life in fleet equals 200%**Method of Status Change:** This vehicle is to be considered for: (Select one)

- ☒ **SALVAGE** for parts / **SALE** at the earliest auction based on Fleet's recommendation
- ☐ **TRADE-IN** for new assets of same general type for the county
- ☐ **SALE** to a government entity / civil or charitable organization in the county at fair market value
- ☐ **TRANSFER** between county departments **
- ☐ **OTHER**

Elected Official/Department Head/Authorized Staff

Print _____ Signature _____ Date _____

** Complete this section ONLY if method of Status Change is "TRANSFER between county departments"

TO: (transferee department): _____

Elected Official/Department Head/
Authorized Staff releasing vehicle:

Contact Person

L.C. Marshall
Print Name

Print Name

[Signature]
Signature

8-19-09
Date

Phone Number

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☐ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

[Signature]

Date

9-2-09



Williamson County Vehicle Status Change Form

Identify Vehicle:

2FAFP71W91X159447✓	50	4118
Vehicle Identification Number	Department	Door Number
804959	2001 FORD	CROWN VIC
License Plate Number	Year Make	Model
		Color WHT

Reason for Status Change:☐ Accident**Attach:**

1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 92,556☐ Not mechanically sound☒ Other: Explain Vehicle is 8 years old, twice the expected life of a patrol car. Life span maintenance costs now equal \$7,822.00 equalling 37% of purchase price and almost four times the current book value**Method of Status Change:** This vehicle is to be considered for: (Select one)☒ **SALVAGE** for parts / **SALE** at the earliest auction based on Fleet's recommendation☐ **TRANSFER** between county departments **☐ **TRADE-IN** for new assets of same general type for the county☐ **OTHER**☐ **SALE** to a government entity / civil or charitable organization in the county at fair market value**Elected Official/Department Head/Authorized Staff**

Print

Signature

Date

**** Complete this section ONLY if method of Status Change is "TRANSFER between county departments"**

TO: (transferee department):

Elected Official/Department Head/
Authorized Staff releasing vehicle:

Contact Person

L.C. Marshall

Print Name

Print Name

[Signature]8-19-09

Signature

Date

Phone Number

Forward to Fleet Services Manager - Mike Fox**For Fleet Services Use Only**☐ Vehicle Marked for Auction and moved to Auction Yard☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

[Signature]

Date

9-2-09



Williamson County Vehicle Status Change Form

Identify Vehicle:

11GNEK13Z221240753 ✓

Vehicle Identification Number

50

Department

4208

Door Number

827116

2002

CHEVY

License Plate Number

Year

Make

Model

Tahoe

BLKWHT

Color

Reason for Status Change:

☐ Accident

Attach:

1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 107,192

☐ Not mechanically sound

☐ Other: Explain

Method of Status Change: This vehicle is to be considered for: (Select one)

- ☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation
- ☐ TRANSFER between county departments **
- ☐ TRADE-IN for new assets of same general type for the county
- ☐ OTHER
- ☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Elected Official/Department Head/Authorized Staff

Print

Signature

Date

** Complete this section ONLY if method of Status Change is "TRANSFER between county departments"

TO: (transferee department):

Elected Official/Department Head/
Authorized Staff releasing vehicle:

Contact Person

L.C. Marshall

Print Name

Print Name

L.C. Marshall

Signature

8-19-09

Date

Phone Number

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

☐ Vehicle Marked for Auction and moved to Auction Yard

☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

Mike Fox

Date

9-2-09



Williamson County Vehicle Status Change Form

Identify Vehicle:

2FAFP71W2XX242579V CONST 2 5203
 Vehicle Identification Number Department Door Number
239 263 99 FORD CROWN VICTORIA WHITE
 License Plate Number Year Make Model Color

Reason for Status Change:
☐ Accident
Attach:

1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 93688
☐ Not mechanically sound

☐ Other: Explain

Method of Status Change: This vehicle is to be considered for: (Select one)

- ☒ **SALVAGE** for parts / **SALE** at the earliest auction based on Fleet's recommendation
 ☐ **TRANSFER** between county departments **
- ☐ **TRADE-IN** for new assets of same general type for the county
 ☐ **OTHER**
- ☐ **SALE** to a government entity / civil or charitable organization in the county at fair market value

Elected Official/Department Head/Authorized Staff

Print RANDOLPH DOYER Signature Randolph Doyer Date 8/22/09

** Complete this section ONLY if method of Status Change is "TRANSFER between county departments"

TO: (transferee department):

Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:

Contact Person

Print Name

Print Name

Signature

Date

Phone Number

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Vehicle Marked for Auction and moved to Auction Yard
☐ Forward forms and reports to County Auditor's Office

Print Mike Fox Signature [Signature] Date 9-28-09



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:	
2FAFP71W61X159454	560
Vehicle Identification Number	Department
FKW518	2001
License Plate Number	Year
FORD	Model
CROWN VICTORIA	Color
4125	Door Number
2) Reason for Status Change:	
<input type="checkbox"/> Accident	
Attach:	
1. A Damage to County Property Incident Report	
2. The Official Accident Report	
3. A Vehicle Insurance / Litigation Release Form	
<input checked="" type="checkbox"/> High Mileage: List actual mileage <u>95,862</u>	
<input type="checkbox"/> Not mechanically sound	
<input checked="" type="checkbox"/> Other: Explain <u>Vehicle exceeded 200% of expected life span in months in fleet. Maintenance costs to date equal 32% of purchase price.</u>	
3) Elected Official/Department Head/Authorized Staff	
Print <u>L. C. MARSHALL</u>	Signature <u>[Signature]</u> Date <u>9-16-09</u>

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
<input checked="" type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments:
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department:
<input type="radio"/> OTHER	Elected Official/Department Head/Authorized Staff or Donee - Representative:
	Print Name: <u>Mike Fox</u>
	Signature and Date: <u>[Signature]</u> <u>9-21-09</u>
	Contact name and Number:
2) <input checked="" type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard	
<input type="checkbox"/> Forward forms and reports to County Auditor's Office	
Print	Signature
	Date

Preliminary Plat Approval for CR Estates Commissioners Court - Regular Session

Date: 10/06/2009
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider preliminary plat approval of CR Estates, Pct. 3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Projects/CR Estates](#)

Form Routing/Status

Form Started By: Nickey Lawrence
Started On: 10/01/2009 10:19 AM
Final Approval Date: 10/01/2009

A PRELIMINARY PLAT OF 25.488 ACRES, BEING ALL OF AN 11.203 ACRE TRACT OF LAND AND A 13.950 ACRE TRACT OF LAND CONVEYED TO BOB CASTLE AND WILLIAM RANDALL RUSS IN A WARRANTY DEED DATED OCTOBER 21, 1999 AND RECORDED IN DOCUMENT NO. 199972116 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

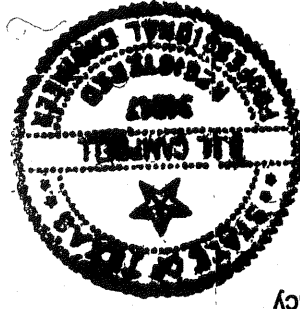
and 0.236 acres (doc# 2001088976)

CRESTATES PRELIMINARY PLAT

OWNER: Bob Castle & William R. Russ
3874 Limmer Loop
Hutto, Texas 78634
512-689-3763
bob.castle@texasfixtures.com

ENGINEER: Barry Campbell
6800 Austin Center Blvd. # 1452
Austin, Texas 78731
512-795-1179
bcampbellengineer@austin.tx.com

JOE S. WATSON, JR.
BETTY WATSON
12.565 ACRES
(2560/56)



Drainage Easement shown hereon contains any encroachment of special hazard areas inundated by 100 year flood as identified by the U.S. Federal Emergency Management Agency panel no. 48491C0325E effective date September 29, 2008 for Williamson County, Texas.
Barry M. Campbell, P.E. # 34247
c/2/09

D.R. SCURLOCK
1.66 ACRES
(719/02)

D.R. SCURLOCK
6.97 ACRES
(1739/416)

D.R. SCURLOCK
19.213 ACRES
(1757/629)

D.R. SCURLOCK
4.948 ACRES
(1735/411)

W.T. THWEATT TRUST
17.641 ACRES
PROBATE NO. 11494

SURVEYOR'S CERTIFICATE:

PROPERTY ADDRESS: State Highway 29

DATE OF SURVEY: 09/25/99; Updated 04/27/01

BEARING BASIS: Record Deed Basis, as shown

ATTACHMENTS: None

I hereby certify that a survey of the property shown hereon was actually made upon the ground under my direction and supervision on the date shown, and that to the best of my professional knowledge and belief: there are no apparent encroachments, overlapping of improvements, discrepancies, deed line conflicts, visible utility lines or roads in place, except as shown hereon, and that this property abuts or adjoins a dedicated road right-of-way or access easement, unless noted hereon.

A portion of the tract shown hereon lies within Zone "X" (areas determined to be outside 500-year flood-plains), Zone "A" (areas determined to be inside 100-year flood-plains with no base flood elevations determined), and Zone "AE" (areas determined to be inside 100-year flood-plains with base flood elevations determined), as identified by the Federal Emergency Management Agency, Federal Insurance Administration, as shown on map no. 48491C0250 C dated September 27, 1991, for Williamson County, Texas and incorporated areas. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

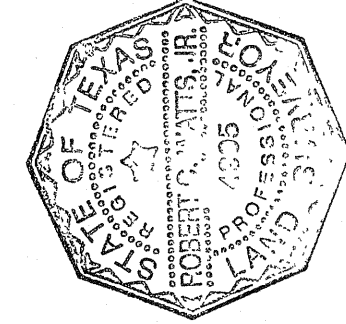
This survey was made substantially in accordance with the standards and conditions set forth for a Category 1A, Condition II, Land Title Survey, based on the Manual of Practice for Land Surveying in Texas, 2006 Revised Eleventh Edition, prepared by the Texas Society of Professional Surveyors.

Robert C. Watts, Jr.
Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995

TITLE COMMITMENT NOTE:

This Survey was prepared without the benefit of a Commitment for Title, and may be subject to additional easements or restrictions not shown hereon. No additional easement research was done for the purpose of this survey.

LEGEND	
●	1/2" REBAR FOUND
○	1/2" REBAR WITH CAP SET
⊙	1" IRON PIPE FOUND
■	CONC. HIGHWAY MON. FOUND
○	CALCULATED POINT
⊕	BENCHMARK LOCATION
⊗	UTILITY POLE
⊘	GUY WIRE
—	EDGE OF PAVEMENT
—X—	BARB WIRE FENCE
— —	METAL PIPE FENCE
—/—	ELECTRIC FENCE



Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
2807 Manchaca Rd., Building 1
Austin, Texas 78704
512-443-1724

Robert C. Watts, Jr.
R.P.L.S. No. 4995

SHEET
01 OF 01

Presentation of 2009 TAC Leadership Foundation County Best Practices Award

Commissioners Court - Regular Session

Date: 10/06/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Award Presentation by Karen A. Norris, TAC Executive Director who will present the of the 2009 TAC Leadership Foundation County Best Practices Award to Williamson County. Ms. Norris will be accompanied by Jack Coffee, TAC Field Representative.

Background

Williamson County is one of 13 counties around the state being honored this year by the Texas Association of Counties (TAC) Leadership Foundation for Best Practices involving innovative programs that deliver quality services and protect taxpayer dollars.

Williamson County received a prestigious Best Practices award for achievement in community improvement for its Brushy Creek Regional Trail, a collaborative project that involved 6.75 miles of trails, six parks and links between residential communities and businesses. A selection committee member who had been to the trail called the project, "visionary."

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy Vasquez
 Started On: 09/16/2009 11:30 AM
 Final Approval Date: 09/17/2009

National Accounts Payable Recognition Week Commissioners Court - Regular Session

Date: 10/06/2009
Submitted By: Julie Kiley, County Auditor
Submitted For: Julie Kiley
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on resolution regarding National Accounts Payable Recognition Week.

Background

David Flores, County Auditor, will request the commissioners court to adopt a resolution acknowledging the week of October 19-23, 2009 as National Accounts Payable Recognition Week. Would like to recognize the staff in this area of the office. Questions to Julie Kiley, First Assistant County Auditor at jkiley@wilco.org or 943-1552.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

Attachments

Link: [National AP Week Resolution](#)

Form Routing/Status

Form Started By: Julie Kiley Started On: 10/01/2009 11:18 AM
Final Approval Date: 10/01/2009

INTERNATIONAL ACCOUNTS PAYABLE RECOGNITION WEEK
OCTOBER 19-23, 2009

WHEREAS, the week of October 19-23, 2009 is INTERNATIONAL ACCOUNTS PAYABLE RECOGNITION WEEK as proclaimed by the International Accounts Payable Professionals, Inc.

WHEREAS, The Mission of IAPP is to:

Promote and increase the awareness of Accounts Payable as a professional discipline.

Support national, regional and local networking among IAPP members.

Provide education on leading-edge procedures and technologies that enhance the industry, as well as, the Accounts Payable professional.

BE IT RESOLVED, that the Commissioners Court of Williamson County declares the week of October 19-23, 2009, Accounts Payable Recognition Week in Williamson County and,

BE IT FURTHER RESOLVED, that the Commissioners Court of Williamson County urges everyone in our area to learn more about the functions and importance of Accounts Payable employees who play a vital roll in our County government operation.

THEREFORE, IN OFFICIAL RECOGNITION WHEREOF, we the undersigned do hereby affix or signature the 6th day of October, 2009

Dan A. Gattis, County Judge

Nancy E. Rister, County Clerk

Prosecutor of the Year Commissioners Court - Regular Session

Date: 10/06/2009
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Recognize District Attorney John Bradley for being presented the "Prosecutor of the Year" award by the State Bar Association of Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Grimes Kathy Started On: 09/24/2009 09:47 AM
Final Approval Date: 09/24/2009

Hear presentation and take appropriate action on water play area in the Southwest Regional Park by Barbara Austin of RVI.

Commissioners Court - Regular Session

Date: 10/06/2009
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation and take appropriate action on water play area in the Southwest Regional Park by Barbara Austin of RVI.

Background

RVI is the landscape architecture firm developing the plans for the water play area in the Southwest Regional Park. Barbara Austin will present schematic drawings of the water play area for the court's comments.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Jim Started On: 09/30/2009 01:36
Rodgers PM
Final Approval Date: 10/01/2009

Pancreatic Cancer Awareness Commissioners Court - Regular Session

Date: 10/06/2009
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on resolution designating the month of November, 2009 as "Pancreatic Cancer Awareness Month" in Williamson County.

Background

As we are all very aware, pancreatic cancer is the deadliest cancer and the fourth leading cause of death in the United States. There have been no significant improvements in early detection, treatment methods, or survival rates in the last 30 years. With this deadly disease striking so close to the Williamson County family, it is especially important to increase awareness about pancreatic cancer and support research into early detection, causes, and effective treatments.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [7 State Cancer Deaths 2009](#)

Link: [Resolution Text](#)

Link: [Williamson County Info](#)

Form Routing/Status

Form Started By: Grimes Kathy Started On: 09/16/2009 02:46 PM
 Final Approval Date: 09/17/2009

Estimated Cancer Deaths By States (2009)

In Order of National Mortality

State	All Sites	Lung & Bronchus	Colon & Rectum	Female Breast	Pancreas	Prostate	Leukemia	Non-Hodgkins Lymphoma	Liver	Ovary	Brain/ Nervous System
Alabama	9900	3140	940	700	550	510	340	290	280	270	200
Alaska	830	220	70	60	50	†	†	†	†	†	†
Arizona	10,260	2,820	970	740	630	580	410	350	360	290	280
Arkansas	6,230	2,160	580	410	400	340	250	200	190	130	130
California	54,600	12,750	4,830	4,030	3,740	2,780	2,200	1,900	2,450	1,580	1,460
Colorado	6,740	1,670	670	520	430	350	300	230	210	210	200
Connecticut	6,990	1,810	550	480	540	390	270	220	210	180	150
Delaware	1,860	590	150	110	110	90	70	50	50	†	50
Dist. Of Columbia	970	240	100	70	60	60	50	†	†	†	†
Florida	41,270	12,210	3,460	2,730	2,470	2,280	1,650	1,560	1,300	970	810
Georgia	14,970	4,660	1,370	1,130	870	800	550	460	400	400	320
Hawaii	2,270	570	210	140	170	100	80	80	120	50	†
Idaho	2,450	630	200	160	200	160	120	80	80	50	90
Illinois	23,220	6,460	2,260	1,770	1,560	1,150	950	770	700	600	470
Indiana	12,820	4,000	1,130	860	770	520	520	420	350	340	290
Iowa	6,360	1,760	600	400	380	330	300	280	150	170	160
Kansas	5,290	1,620	510	370	330	210	200	180	140	150	150
Kentucky	9,410	3,430	840	590	500	390	320	300	240	210	150
Louisiana	8,810	2,700	910	690	530	450	310	310	330	210	210
Maine	3,190	980	260	180	200	160	110	90	80	70	80
Maryland	10,320	2,880	940	810	690	550	390	300	320	260	200
Massachusetts	13,140	3,610	1,070	870	880	540	490	430	420	350	270
Michigan	20,450	5,840	1,720	1,350	1,250	820	820	710	610	520	490
Minnesota	9,020	2,380	760	600	580	410	370	320	260	240	230
Mississippi	6,090	2,030	600	430	350	300	220	180	190	140	160
Missouri	12,620	4,100	1,100	890	750	660	530	430	360	290	270
Montana	1,980	550	170	120	120	120	90	70	50	50	50
Nebraska	3,360	890	350	210	190	200	150	130	80	90	80
Nevada	4,600	1,340	500	330	280	230	140	130	160	120	120
New Hampshire	2,620	750	220	170	170	130	100	60	70	60	70
New Jersey	16,480	4,190	1,580	1,470	1,080	660	610	610	540	450	320
New Mexico	3,300	710	320	240	220	210	120	110	150	90	80
New York	34,190	8,780	3,110	2,550	2,360	1,470	1,380	1,430	1,210	970	790
North Carolina	18,550	5,630	1,410	1,310	1,090	860	640	530	470	430	330
North Dakota	1,300	370	120	80	90	100	50	†	†	†	†
Ohio	24,350	7,300	2,210	1,790	1,430	1,200	890	740	640	580	550
Oklahoma	7,420	2,390	600	520	380	280	290	240	200	170	170
Oregon	7,380	2,140	610	500	470	390	290	330	210	220	210
Pennsylvania	28,690	8,090	2,550	2,070	1,920	1,440	1,080	1,090	790	760	550
Rhode Island	2,220	560	160	130	120	100	90	70	70	60	50
South Carolina	9,100	2,880	780	640	530	420	330	310	250	210	190
South Dakota	1,640	450	150	100	100	100	60	70	†	50	†
Tennessee	13,340	4,520	1,140	910	730	570	480	440	350	310	350
Texas	36,030	9,780	3,140	2,570	2,120	1,700	1,430	1,300	1,650	890	850
Utah	2,760	480	240	260	190	170	130	130	70	90	100
Vermont	1,150	350	120	80	70	60	60	†	†	†	†
Virginia	13,920	4,250	1,270	1,140	880	620	500	410	390	380	290
Washington	11,210	3,090	940	790	710	680	450	410	410	340	380
West Virginia	4,530	1,500	430	280	210	140	140	180	110	120	90
Wisconsin	11,170	2,910	900	750	710	500	500	400	320	300	260
Wyoming	990	260	100	60	60	†	†	†	†	†	†
United States	562,340	159,390	49,920	40,170	35,240	27,360	21,870	19,500	18,160	14,600	12,920

* Rounded to nearest 10. † Estimate is fewer than 50 deaths.

Note: State estimates may not sum to US total due to rounding and exclusion of state estimates fewer than 50 deaths.

Source: US Mortality Data, 1969-2006, National Center for Health Statistics, Centers for Disease Control and Prevention, 2009.

©2009, American Cancer Society, Inc., Surveillance and Health Policy Research

That on the 6th day of October, 2009 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas with the following members present:

Dan A. Gattis, County Judge
Lisa L. Birkman, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Ron Morrison, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

PROCLAMATION

WHEREAS over 42,000 people will be diagnosed with pancreatic cancer this year in the United States and over 35,000 will die from the disease;

WHEREAS pancreatic cancer is the deadliest cancer and the fourth leading cause of cancer death in the United States;

WHEREAS approximately 2120 deaths will occur in Texas;

WHEREAS 76 percent of pancreatic cancer patients die within the first year of their diagnosis and 95 percent of pancreatic cancer patients die within the first five years;

WHEREAS there is no cure for pancreatic cancer and there have been no significant improvements in early detection, treatment methods, or survival rates in the last 30 years;

WHEREAS when symptoms of pancreatic cancer present themselves, it is usually too late for an optimistic prognosis, and the average life expectancy of those diagnosed with metastasis disease is only three to six months;

WHEREAS incidence of pancreatic cancer is approximately 50 percent higher in African Americans than in other ethnic groups;

WHEREAS the Federal Government invests less money in pancreatic cancer research than it does in any of the other leading cancer killers;

WHEREAS the good health and well-being of the residents of Williamson County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments;

WHEREAS the Pancreatic Cancer Action Network is the first and only national patient advocacy organization that serves the pancreatic cancer community of Williamson County and nationwide by focusing its efforts on public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer;

WHEREAS the Pancreatic Cancer Action Network and its affiliates in Williamson County support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure; therefore be it

NOW THEREFORE BE IT RESOLVED; that the Commissioners Court designate the month of November, 2009 as:

“Pancreatic Cancer Awareness Month”

PROCLAIMED THIS 6TH DAY OF OCTOBER 2009.

Dan A. Gattis, County Judge



PANCREATIC CANCER ACTION NETWORK

Dear Commissioner Long:

I am writing on behalf of the Pancreatic Cancer Action Network and the more than 35,000 Americans who will die of pancreatic cancer in 2009, 2120 of whom live in Texas. Pancreatic cancer will afflict more than 42,000 Americans this year, 76% of whom will die within one year of their diagnosis, and 95% of whom will die within five years. I know that you have personally experienced the tragedy of this cancer. Your past support has not only been touching and appreciated, but instrumental in spreading awareness in Williamson County.

As you know, prior to 2006, cancer had no place in my family's history. Imagine our shock and heartbreak when we lost two family members within five month period. One of those family members was my mother, Mary Matthews. She died only seven weeks after being diagnosed with pancreatic cancer. It is important to know that she sought the advice of three different doctors, all whom misdiagnosed her. Had she been diagnosed earlier, perhaps she would have had a fighting chance to survive her cancer.

Not only is pancreatic cancer the fourth leading cause of cancer death in the United States, it is the deadliest, with the lowest survival rate of any major cancer. Further, there has been little improvement in the survival rates over the last thirty years. We need your help to shine a spotlight on this disease and finally make progress in developing treatments and early detection tools. By issuing a Williamson County proclamation supporting the observance of November as Pancreatic Cancer Awareness Month, you can help us to raise awareness in the community.

I have attached a draft of the proclamation text for your review. I am happy to provide additional official Pancreatic Cancer Action Network material, including pancreatic cancer facts and statistics and National Cancer Institute (NCI) funding information, upon request.

Please contact me at (512)917-2037 or epriddy@pancanvolunteer.org with any questions. I look forward to working with you to issue a proclamation that will recognize November as Pancreatic Cancer Awareness Month and bring much needed attention to this deadly disease. Thank you for your interest in this important issue.

Sincerely,

Erika Priddy
Volunteer
Advocacy Coordinator
Austin Affiliate

Interlocal Agreement for Heroes Way Commissioners Court - Regular Session

Date: 10/06/2009
Submitted By: Grimes Kathy, Commissioner Pct. #2
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Authorize County Judge to execute Interlocal Agreement with the City of Leander for the construction, operation and maintenance of County Road 269, also known as Hero Way.

Background

This agreement is for the construction of Hero Way. The developer has acquired the right of way and is paying for the engineering and design of the roadway. The County will construct the roadway and an interlocal with the City of Leander will have the city take over the road and maintenance upon completion of the project.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Interlocal Agreement with Leander](#)

Form Routing/Status

Form Started By: Grimes Kathy Started On: 10/01/2009 08:49 AM
Final Approval Date: 10/01/2009

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this 19th day of February, 2009, by and between WILLIAMSON COUNTY, (the "County") and the CITY OF LEANDER, (the "City") , political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the County and the City desire to participate in the construction, operation and maintenance of the extension of CR 269, a major arterial, from US 183 at Old 2243 eastbound to the current terminus of CR 269, east of 183A, (the "Project"); and

WHEREAS, the County has entered into a Development Agreement with Transit Village, Ltd. ("Developer"), the owner of adjacent land, under which the Developer agrees to design and acquire all right-of-way for the Project and the County agrees to construct the Project as designed; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I.

FINDINGS

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.

2. **Project.** The County and Developer have entered into a Development Agreement wherein Developer will design, to the American Association of State Highway and Transportation Officials (AASHTO) roadway design specifications, a four-lane, curbed-and-guttered arterial, at the location

shown on Exhibit "A", attached hereto and incorporated herein . After the City has approved the design of the Project, the County will construct said Project pursuant to said AASHTO standards.

II.

Party Responsibilities

1. **Engineering Plans and Specifications.** The County, in concert with the Developer, will be responsible for contracting with qualified engineering firms to obtain the engineering design, plans and specifications for the Project. The Developer will coordinate and be responsible for the provision of all rights-of-entry, drainage easements, and other appurtenances necessary for the Project within its properties.
2. **City Responsibility.** The City shall be responsible for operating and maintaining the Project after the Project is complete. All rights-of-way and related easements shall be conveyed to the City prior to the City's acceptance of the Project.
3. **County Responsibility.** The County shall be responsible for the construction of four-lane, curbed-and guttered roadway, designed pursuant to the American Association of State Highway and Transportation Officials (AASHTO) roadway design specifications at the location shown on Exhibit "A". The County agrees to assign any and all warranties related to the Project to the City when the City assumes operation and maintenance of the Project.

III.

Term of Agreement and Renewal

Term of Agreement. The term of this Agreement shall begin as of the date the last party signs this Agreement, and extend for five years or until the Project is accepted by the City.

IV.

General and Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and Williamson County regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between

the Parties.

2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein.

3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither the City nor Williamson County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.

5. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

6. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

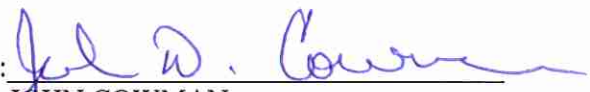
7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

WILLIAMSON COUNTY

By: _____
DAN A. GATTIS
County Judge
Williamson County, Texas

CITY OF LEANDER

By:  _____
JOHN COWMAN
MAYOR

Transit Village Development Agreement Commissioners Court - Regular Session

Date: 10/06/2009
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Development Agreement with Transit Village Investments, Inc. for the construction of County Road 269, also known as Hero Way.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Transit Village Development Agreement](#)

Form Routing/Status

Form Started By: Grimes Kathy Started On: 10/01/2009 08:58 AM
Final Approval Date: 10/01/2009

Transit Village Investments, Ltd.

1301 Capital of Texas Hwy.

Suite A-300

Austin, TX 78746 02-12-09P02:04 RCVD

Via 1st Class US Mail
February 11, 2009

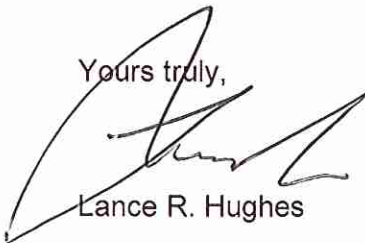
Charles D. Crossfield
Sheets & Crossfield, PC
309 East Main Street
Round Rock, TX 78664-5246

Dear Charlie:

Please find enclosed the executed original Transit Village Investments, Ltd Development Agreement.

If you have any questions or need additional information, please call me at (512) 615-9502.

Yours truly,

A handwritten signature in black ink, appearing to read "Lance R. Hughes", is written over the typed name.

Lance R. Hughes

LRH/kkr

Enclosures

STATE OF TEXAS § DEVELOPMENT AGREEMENT
 § WITH
COUNTY OF WILLIAMSON § TRANSIT VILLAGE INVESTMENTS, LTD.

This is a DEVELOPMENT AGREEMENT ("Agreement") by and between WILLIAMSON COUNTY ("County") and TRANSIT VILLAGE INVESTMENTS, LTD.. ("Developer"), whether one or more).

WHEREAS, Developer is owner of that certain 159.746 acre tract of land as more particularly described on the attached Exhibit A (the "Property"), and

WHEREAS, County and Developer desire to cooperate to construct an east/west major arterial roadway from US 183A at Old FM 2243 eastbound to CR 269, in a manner substantially similar to the map attached hereto as Exhibit B (the "Project"), and

WHEREAS, the County and the Developer desire to expeditiously design, engineer and construct the Project, and

WHEREAS, the Developer and County desire to participate in and share certain costs related to the Project, and

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and Developer hereby agree as follows:

A. **PURPOSE**

The purpose of this Agreement is to provide for the construction of a four lane urban section, curbed and guttered roadway located in a manner substantially similar to that shown on Exhibit B.

B. **GENERAL TERMS AND CONDITIONS**

1. The Project is herein defined as the design and construction of a four-lane, curbed and guttered road from US 183A at Old FM 2243 to the west and CR 269 to the east located in a manner substantially similar to that shown on Exhibit B. The parties to this Agreement acknowledge and agree that the alignment of the road

may change due to conditions in the field, environmental features, right-of-way dedications or other factor prior to construction.

2. The Design Cost is herein defined as all costs of design, engineering and right-of-way acquisition related to the design of the Project. The County will, at its sole cost, record all deeds and other documents necessary for the Project.
3. The Construction Cost is herein defined as all surveying, material, labor, grading, paving, drainage, erosion control, mitigation and other costs related to the construction of the Project.

C. DEVELOPER RESPONSIBILITIES

1. As consideration for the benefits stated herein, the Developer agrees to be solely responsible for all Design Costs related to the Project. The Developer agrees that the Project shall be designed to meet all American Association of State Highway and Transportation Officials (AASHTO) roadway design specifications, as necessary for the acceptance of the Project by the City of Leander.
2. The Developer agrees that the County shall be under no obligation to commence construction until all design plans and right-of-way acquisition is complete and accepted by both the County and the City of Leander. The Developer expects that all design plans ("Design Plans") and right-of-way acquisition will be completed on or before October 1, 2009, but in no event later than December 31, 2009.
3. To the extent permitted by applicable law or statute, the County agrees to indemnify and hold Developer harmless from any claims, demands, or causes of action arising in favor of any person or entity growing out of or incident to, or resulting from, either directly or indirectly, to the design, engineering and right-of-way acquisition related to the design of the Project.
4. Developer agrees to indemnify and hold the County harmless from any claims, demands, or causes of action arising in favor of any person or entity growing out of or incident to, or resulting from, either directly or indirectly, to the surveying, material, labor, grading, paving, drainage, erosion control, mitigation and other costs related to the construction of the Project.

D. **COUNTY RESPONSIBILITIES**

1. As consideration for the benefits stated herein, the County agrees to be solely responsible for all Construction Costs related to the Project. The County agrees that the Project shall be constructed to meet all American Association of State Highway and Transportation Officials (AASHTO) roadway design specifications, as necessary for the acceptance of the Project by the City of Leander.
2. As consideration for the benefits stated herein, the County agrees to expeditiously construct in accordance with the Design Plans, or cause the construction of, and pay all Construction Costs related to, the Project which is to be: (i) begun within 6 months of County's receipt of the Design Plans and completion of the right-of-way acquisition; and (ii) accepted for maintenance by the City of Leander within 18 months of County's receipt of the Design Plans and completion of the right-of-way acquisition.

E. **MISCELLANEOUS PROVISIONS**

1. Actions Performable. The County and the Developer agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.
2. Governing Law. The County and Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.
3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties.
5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

County:

County Judge

Dan A. Gattis

Phone: (512) 943-1577

with copies to:

County Atty Jana Duty

Phone: (512) 943-1111

Developer:

Transit Village Investments, Ltd.

Attn: Lance Hughes

1301 Capital of Texas Highway

Suite A-300

Austin, Texas 78746

Phone: (512) 615-9502

Facsimile No. (512) 328-0149

with copies to:

Armbrust & Brown, LLP

Attn: David Armbrust

100 Congress Avenue, Suite 1300

Austin, Texas 78701

Phone: (512) 435-2301

Facsimile No. (512) 435-2360

7. Force Majeure. Developer and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.
8. Assignment. This Agreement may be assigned by the Developer only with the prior written approval of the County, which shall not be unreasonably withheld.
9. Cooperation. County covenants and agrees to aid Developer in securing access points onto CR 269 as deemed necessary by Developer from the City of Leander, without the payment of additional consideration therefore.
9. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Developer, respectively.
10. Right of Reverter. Developer and adjacent property owners to CR 269 either have agreed or will agree to convey the property to the County necessary for the Project, conditioned upon the County's agreement to: (i) commence the construction of the Project in accordance with the Design Plans within 6 months from the date the County receives the Design Plans ("Commencement Deadline") and (ii) complete the construction of the Project within 18 months from the date the County receives the Design Plans ("Construction Deadline"). The commencement of the construction shall be evidenced by a Notice to Proceed to the contractor for the Project. The completion of the construction shall be evidenced by the acceptance of the Project by the City of Leander. Any deed for conveyance of the right-of-way shall contain a reverter clause which shall cause the applicable property to automatically revert to Owner or other adjacent property owner. Should the County fail to accomplish any of the foregoing milestones, the applicable property shall automatically revert to Owner or other adjacent property owner upon the filing of an affidavit in the real property records stating that the County failed to meet the Commencement Deadline or Construction Deadline, as applicable. The County covenants and agrees that it will not unilaterally attempt to modify, block or delay the effect of the automatic reverter without the written consent of Owner, in the event of a delay in the construction.

SIGNED as of this _____ day of February, 2009.

COUNTY:

WILLIAMSON COUNTY

By: _____

DAN A. GATTIS

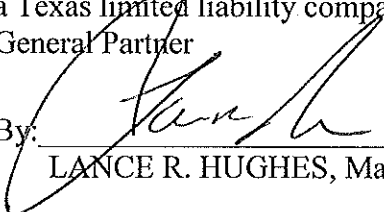
ATTEST:

Nancy Rister, County Clerk

DEVELOPER:

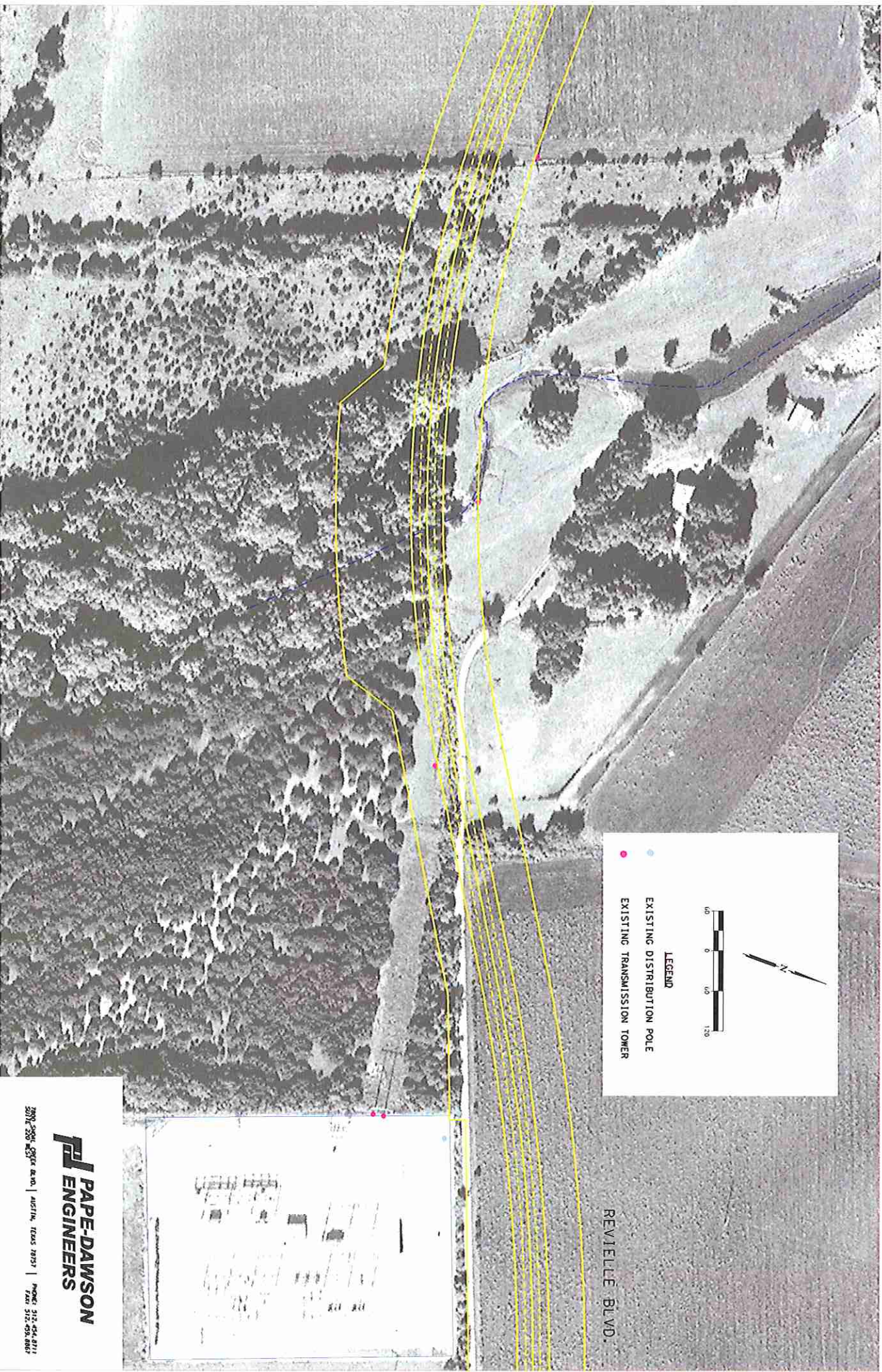
TRANSIT VILLAGE INVESTMENTS, LTD. a
Texas limited partnership

By: TVI GP, LLC,
a Texas limited liability company,
General Partner

By: 
LANCE R. HUGHES, Manager

Ex. A- Developer Property

Ex. B -Project Description



LEGEND

- EXISTING DISTRIBUTION POLE
- EXISTING TRANSMISSION TOWER

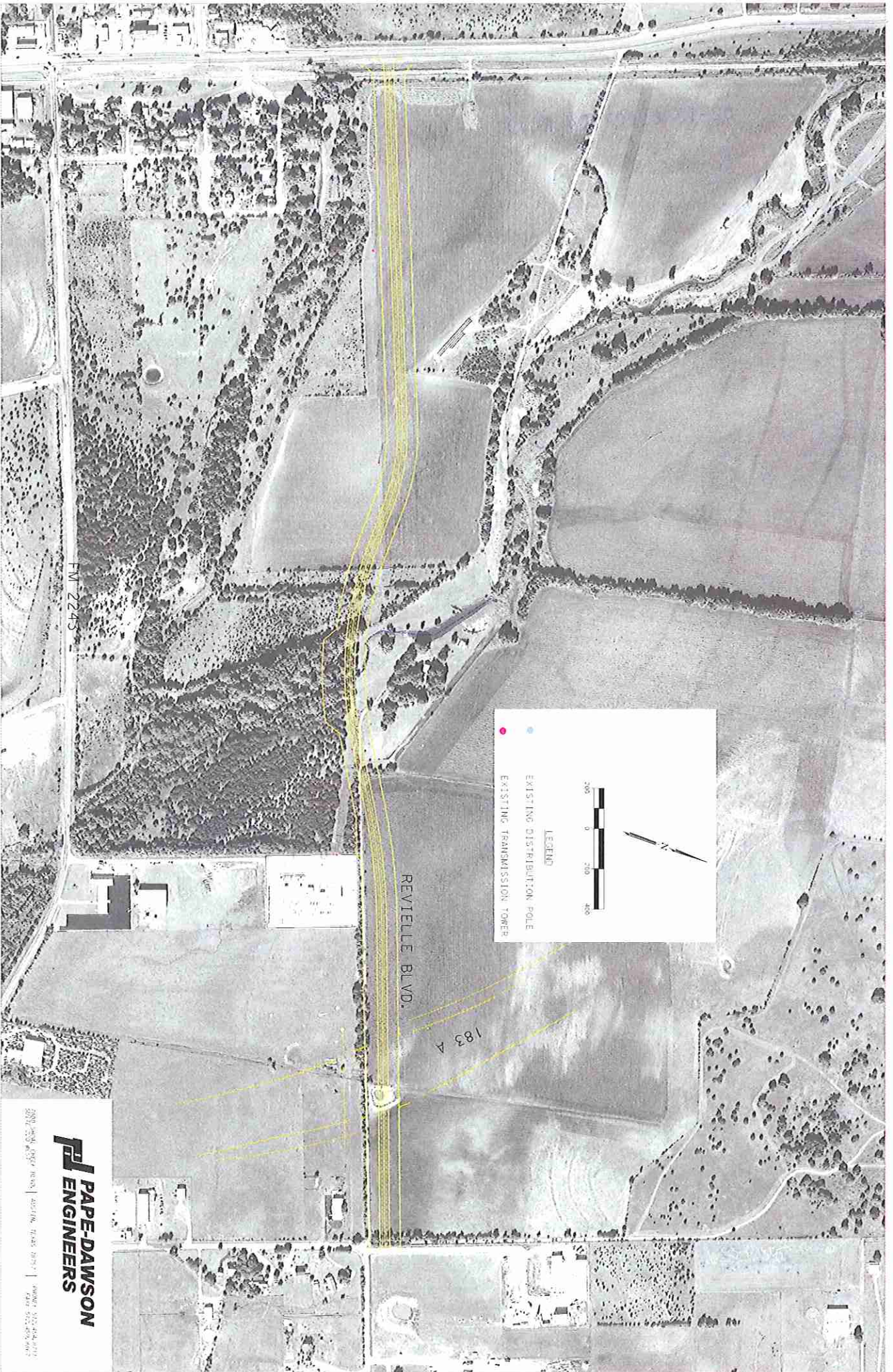
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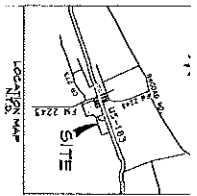
PAPE-DAWSON
ENGINEERS

200 W. 20th Street, Suite 200 | Austin, Texas 78701 | Phone: 512.464.8811
Fax: 512.464.8812



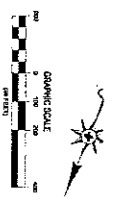
Pape-Dawson
ENGINEERS

2020-2021 Project Team | Austin, Texas 78754 | Phone: 512.444.4477
Fax: 512.444.4477



TITLE SURVEY
OF
LOT 2, SAN GABRIEL PARK
94.24 ACRES AND 4.33 ACRES
SITUATED IN THE
WILLIAM MANCEL SURVEY A-437,
TALBOT CHAMBERS SURVEY A-125
AND
ELIJAH HARMON SURVEY A-6
WILLIAMSON COUNTY TEXAS

- LEGEND
- IRON ROD FOUND
 - IRON ROD SET
 - CONCRETE
 - OVERHEAD POWER LINE
 - TELEPHONE POSTAL
 - WATER MAIN
 - WATER MAIN
 - UNDERGROUND WATER LINE
 - UNDERGROUND WATER MAIN



UDG
Urban Design Group
JAMES L. DUNN, P.E.
JAMES L. DUNN, P.E.
JAMES L. DUNN, P.E.
JAMES L. DUNN, P.E.



1-15-07

THE UNDERSIGNED, JAMES L. DUNN, P.E., hereby certifies to the correctness of the foregoing plat.

STATIONERS CERTIFICATE

The undersigned, JAMES L. DUNN, P.E., hereby certifies to the correctness of the foregoing plat.

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Jester Annex Commissioners Court - Regular Session

Date: 10/06/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Clark Started On: 10/01/2009 09:34 AM
Final Approval Date: 10/01/2009

Resolution Nominating candidates for election to the Board of Directors for the Williamson Central Appraisal District Commissioners Court - Regular Session

Date: 10/06/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding a Resolution nominating candidates for election to the Board of Directors for the Williamson Central Appraisal District.

Background

In compliance with Section 6.03(g) of the Texas Property Tax Code. Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the Chief Appraiser before October 15.

There are 5 members on the Board of Directors. Currently serving: Harry Gibbs, Chair; Bob Tagge, Vice Chair; Brigg Mireles, Secretary; Don Paul and Deborah Hunt. On the November 27, 2007 agenda the court cast their 1025 votes for their nominees as follows: 191 votes for Harry Gibbs and 834 votes for Deborah Hunt.

Current Members:

Harry Gibbs - Chair
 Bob Tagge - Vice Chair
 Briggs Mireles - Secretary
 Don Paul - Member
 Deborah Hunt - Member

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy Vasquez
 Started On: 09/30/2009 11:17 AM
 Final Approval Date: 10/01/2009

Belford Square Office Leases

Commissioners Court - Regular Session

Date: 10/06/2009
Submitted By: Hal Hawes, County Attorney
Submitted For: Purchasing
Department: County Attorney
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action awarding and ratifying the lease proposals received from the sole respondents to the county's request for proposal to lease the county's office spaces located at 306-310 W. 7th Street, Georgetown, Texas, also known as the office suites at Belford Square.

Background

On March 24, 2009, the commissioners court authorized the advertising and setting of the date of Tuesday, April 21, 2009 at 2:00pm in the Purchasing Department to receive proposals for LEASE OF SIX OFFICE SPACES KNOWN AS THE BELFORD SQUARE PROPERTY AT 306-310 WEST 7TH STREET, GEORGETOWN, TX, (Proposal# 09WCP816). The county received responses from only the tenants that were existing in the office suites prior to such request for proposals. Two of the proposers, Mr. Shawn Dick and the Cognitive Learning Center, withdrew their proposals and moved to other locations. One of the existing tenants had to move to a new office suite within the same property due to drainage issues at his existing suite. The suite that contains potential drainage issues remains vacant and the suite that the Cognitive Learning Center moved out of also remains vacant. Thus, we have 4 tenants occupying 6 of the office suites. The lease agreements made part of this item were drafted and approved, as to form, by the County Attorney's Office and Jim Gilger of the Williamson County Auditor's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Belford Square Leases](#)

Form Routing/Status

Form Started By: Hal Hawes Started On: 09/29/2009 04:31 PM
 Final Approval Date: 09/30/2009

OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT (the "Lease") is made between **Williamson County**, a political subdivision of the State of Texas, hereafter called "Lessor", and **R. SCOTT BURN, INDIVIDUALLY, d/b/a RELIABLE BAIL BOND**, hereafter called "Lessee".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY

The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described office space: That certain office suite designated as 310 W. 7th Street, Suite 101, Georgetown, Texas 78626, formerly designated as 310-A W. 7th Street, Georgetown, Texas 78626, which contains 925 square feet and which is more fully depicted in the attached Exhibit "A" (the "Leased Premises"). The Leased Premises is situated on and is a part of the entire property legally described as being a portion of Lots 1, 2, 3 and 6, and all of Lots 7 and 8, Block 42, of the City of Georgetown ("Lessor's Entire Leasehold").

1. TERMS OF LEASE.

A. **Initial Term.** The initial term of this Lease shall be a period of Three (3) Years, commencing on April 1, 2009 ("Commencement Date"), and ending at midnight on March 31, 2012 (the "Initial Term").

B. **Extension Term.** On or before the termination date of the Initial Lease Term or any current Extension Term of this Lease, the Williamson County Commissioners Court reserves the right, at its sole discretion, to extend this Lease, for up to Two (2) additional One (1) year terms as it deems in the best interest of Williamson County; provided that Lessee also wishes to extend this Lease. The Extension Term shall begin on the

expiration of the Initial Term or the current Extension Term of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term.

If Lessee wishes to request an extension of this Lease, Lessee shall tender a written extension request to Lessor not later than One Hundred Eighty (180) days prior to the expiration of the Initial Term or the current Extension Term of this Lease, as appropriate.

The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of Sixty (60) months.

2. RENTAL.

A. Rental for Initial Term. During the Initial Term, Lessee agrees to pay, without demand, deduction or offset, to Lessor as rent for the Leased Premises FIVE HUNDRED AND FIFTY DOLLARS (\$550.00) per month in advance on the First (1st) day of each calendar month, beginning on the Commencement Date, at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing.

B. Rent Adjustment for Extension Term(s). Following the Initial Term, the rent will be adjusted on the first day of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the rental amount paid during the Initial Term ("Initial Base Rent") by a

fraction, the numerator of which is the index number for the last month before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

C. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS (\$50.00), plus additional late charges of TEN DOLLARS (\$10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY FIVE DOLLARS (\$25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

3. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Tax Reimbursement: Lessee agrees to pay its proportionate share of all taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the Lessor's Entire Leasehold. Included also shall be Lessee's proportionate share of all costs in contesting, rendering and otherwise adjusting the Taxes.

1. **Percentage of Lessor's Entire Leasehold:** Lessee's proportionate share of the Taxes shall be computed by multiplying the Taxes by the percentage that the Leased Premises bears to the Lessor's Entire Leasehold. Based on the formula set forth in the preceding sentence, the Leased Premises area is 13.4% of the Lessor's Entire Leasehold and such percentage shall be the basis for calculating the Lessee's proportionate share for purposes of reimbursement for Taxes.

2. **Payment of Taxes to Lessor:** Within thirty (30) days of receiving Lessor's notice of the amount of Taxes due, Lessee shall deposit with Lessor the entire amount of its proportionate share of the Taxes. Lessee authorizes Lessor to use such deposited funds to pay the Taxes. The Tax

payment is subject to increase or decrease as determined by Lessor to reflect an accurate reimbursement of Lessee's proportionate share of the Taxes.

3. **Remedy for Non-Payment:** If Lessee should fail to pay any taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee.

4. **Adjustment to Taxes; Contest of Taxes:**

- (i) Lessee may, alone or along with any other lessees of suites situated within the Lessor's Entire Leasehold, at its or their sole cost and expense, in its or their own name(s) and/or in the name of Lessor, dispute and contest the "Taxes" by appropriate proceedings diligently conducted in good faith but only after Lessee and all other lessees, if any, joining with Lessee in such contest have deposited with the Lessor the amount so contested and unpaid, or their proportionate share thereof as the case may be, which shall be held by Lessor without obligation for interest

until the termination of the proceedings, at which times the amount(s) deposited shall be applied by Lessor toward the payment of the items held valid (plus any court costs, interest, penalties and other liabilities associated with the proceedings), and Lessee's share of the excess shall be returned to Lessee. Lessee further agrees to pay to Lessor upon demand Lessee's share (as among all lessees who participated in the contest) of all court costs, interests, penalties and other liabilities relating to such proceedings.

- (ii) Any payment to be made pursuant to this section with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this Lease bears to a full tax year.

4. **UTILITIES.** Lessee acknowledges that the Leased Premises and the adjoining suite to the Leased Premises, which is designated as 310 W. 7th Street, Suite 102, Georgetown, Texas 78626, formerly designated as 310-B W. 7th Street, Georgetown, Texas 78626 (the "Adjoining Suite"), are not separately metered for electricity, gas, water and wastewater utilities and both share the same utility account for such utilities. Due to the lack of separate metering and in consideration of Lessee's agreement to arrange and pay for the electricity, gas, water and wastewater utility services, connection fees, and usage fees required in and to the Leased Premises and the Adjoining Suite, the Landlord agreed to credit Lessee's original proposed rental

amount of \$764.00 with the 12 month average electricity, gas, water and wastewater utility costs of \$214.00; thereby, totaling a monthly rental of \$550.00 per month. Lessee shall, however, be obligated to pay all other services (telephone, IT communication services, alarm monitoring systems, television, etc.) in and to only the Leased Premises and Lessee shall not be obligated to pay any such other services provided to the Adjoining Suite. Lessee must, at a minimum, keep the following utilities on at all times in and to the Leased Premises and Adjoining Suite during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

5. INDEMNIFICATION AND INSURANCE.

A. Indemnification of Lessor. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE; FROM ANY NEGLECT OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

B. Insurance. In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during any term of this Lease, at

Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Leased Premises, in an amount of at least ONE MILLION DOLLARS (\$1,000,000.00), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during any term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any

cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least One (1) year.

6. **SUBORDINATION.** This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

7. **LESSEE'S COVENANTS.** Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for the express purpose of operating a business office; to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To comply with the Rules and Regulations attached hereto.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

D. In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

E. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with Paragraph 7 above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.** Upon request of Lessor, Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease.

F. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the Leased Premises a notice, that Lessee may not remove, stating that the Leased Premises are for rent one month preceding the expiration of this Lease.

G. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements (“accessibility alterations”). The allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

H. Lessee agrees to inform Lessor of items in need of repair that Lessor is obligated to maintain and repair under this Lease. Lessee shall serve Lessor written notice of such matters within Ten (10) days of Lessee’s discovery of items in need of repair.

I. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult’s and/or child’s parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children be allowed to play on, near or about the Leased Premises, injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, Lessee hereby agrees that Lessee, in

accordance with Paragraph 7 above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children. Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with Paragraph 7 above, to be solely liable to such persons who are injured.

J. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Leased Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

K. Lessee acknowledges and agrees that there is not a restroom located within the

Leased Premises and that Lessee must share the restroom located within the Adjoining Suite. Lessee agrees to cooperate and comply with any reasonable requests of the tenant of the Adjoining Suite in relation to sharing said restroom.

8. **LESSOR'S COVENANTS.** Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have the right to render the Leased Premises tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Leased Premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the Leased Premises are not rendered tenantable within that time, Lessor will have the right to terminate this Lease by written notice to Lessee.

C. To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

D. At Lessor's expense, Lessor shall perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system, which are not due to Lessee's negligence and/or failure to keep the heating and air-conditioning and septic or sewer system in good operating condition.

9. **DEFAULTS BY LESSEE.** In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a

written notice specifying the required performance has been given to the Lessee, Lessor may:

- A. Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or
- B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or
- C. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or
- D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property

therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

10. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

11. VOLUNTARY TERMINATION. Lessor or Lessee may terminate this Lease, without cause or liability, upon giving One Hundred Eighty (180) days written notice to the other party. Upon the termination of this Lease pursuant to this provision, Lessee will surrender the Leased Premises peaceably to the Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

12. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

13. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment,

furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

14. RIGHT TO SELL. It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Leased Premises, in whole or in part, at any time during any term of this Lease. If during any term of this Lease, the Leased Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than One Hundred Eighty (180) days from the date in which Lessor gives Lessee notice that the Leased Premises has been sold, Lessee shall vacate the Leased Premises.

15. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or

be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

16. LIMITATIONS OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE

OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

17. **CONDEMNATION.** If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

18. **ASBESTOS.** The Leased Premises may contain asbestos-containing material or presumed asbestos-containing material as defined by OSHA regulations. Lessee has inspected the Leased Premises and conducted such tests and inspections as Lessee deems necessary or desirable. Lessee will provide Lessor with copies of all such test results and inspections. Lessee will comply with all rules and regulations relating to asbestos in performing any maintenance, housekeeping, construction, renovation, or remodeling of the Leased Premises and Lessee will bear all costs related to removal and disposal of asbestos from the Leased Premises.

19. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Joe Latteo, Director of Facilities for Williamson County (or his successor, as designated by Lessor), shall serve as the Lessor's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Lessee.

Lessor's lease administrator and property manager contact information is as follows:

Joe Latteo (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Lessor is obligated to provided and perform under this Lease, Lessee shall contact:

Williamson County Facilities
James Whetston or Shirley Taylor (or successor)
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

20. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge Dan A. Gattis (or successor)

710 South Main, Ste. 101
Georgetown, Texas 78626

with copy to: Jim Gilger (or successor)
Williamson County Contract Management Auditor
710 South Main Street, Suite 301
Georgetown, Texas 78626

LESSEE: R. Scott Burn d/b/a Reliable Bail Bond
310 W. 7th Street, Suite 101
Georgetown, Texas 78626

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

21. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

22. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

23. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

24. SEVERABILITY. If any provision of this Lease shall be held invalid or unenforceable

by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

25. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

26. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor.

27. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

28. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the

promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease on
Apr. 1, 2009.

Signed, sealed, and delivered in our presence as:

LESSOR:

WILLIAMSON COUNTY

By: _____
Judge Dan A. Gattis

LESSEE:

**R. SCOTT BURN, INDIVIDUALLY, d/b/a
RELIABLE BAIL BOND**

By: R. Scott Burn

Printed Name: R. Scott Burn

Representative

Capacity: Owner

RULES AND REGULATIONS

1. Lessee and Lessee's employees shall not loiter in any common area adjoining the Leased Premises nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Leased Premises. They shall use the same only as passageways to and from their respective work areas.
2. Lessee shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Leased Premises without prior written consent from Lessor. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.
3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Leased Premises. Lessee may install window treatment inside the Leased Premises such as vertical blinds if approved by Lessor. Any "window treatment" shall be in a color congruent and consistent with the parts of the Leased Premises. Lessee also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.
4. No boring or cutting for wires shall be allowed, except with Lessor's prior written approval.
5. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.
6. Lessee shall not use any machinery in the Leased Premises (regardless whether Lessor approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Leased Premises.
7. Lessor may limit weight, size and position of all safes, fixtures, and other equipment used in the Leased Premises.
8. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other lessees or those having business with them, nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.
9. Unless expressly authorized in the Lease, Lessee shall have no right to place an antenna on the roof or exterior walls of the Leased Premises. Lessee is not allowed on the roof nor may Lessee place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from Lessor.
10. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided by Lessee for that purpose.

11. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Hazardous chemicals are not prohibited on the Property. Lessee shall cooperate with Lessor and all other lessees so that the common areas adjoining the Leased Premises may be kept in a clean and orderly condition and free of obstructions.

12. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

13. Lessee shall not overburden the parking facilities and shall cooperate with Lessor and other lessees in the use of the parking facilities. Lessor reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among lessees.

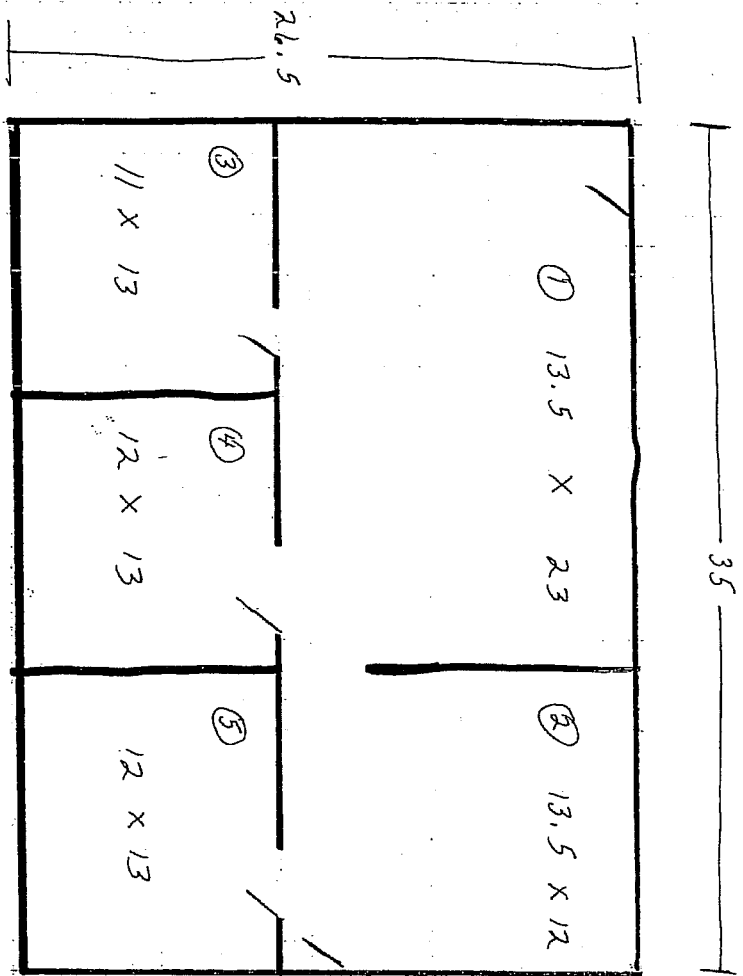
14. Lessee shall cooperate with any security regulations issued by Lessor from time to time, and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

15. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

17. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein, as well as for the convenience of other occupants and lessees of premises adjoining the Leased Premises. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person; however, Lessor shall not discriminate among lessees when enforcing the rules and regulations. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the space herein leased.

18. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

Exhibit "A"



Suite 101 — Approx 925 S.F.

OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT (the "Lease") is made between **Williamson County**, a political subdivision of the State of Texas, hereafter called "Lessor", and **Robert O. Vasquez, Individually, d/b/a B & V Bail Bond Company**, hereafter called "Lessee".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described office space: That certain office suite designated as 310 W. 7th Street, Suite 102, Georgetown, Texas 78626, formerly designated as 310-B W. 7th Street, Georgetown, Texas 78626, which contains Seven Hundred Seventy (770) square feet (the "Leased Premises"). The Leased Premises is situated on and is a part of the entire property legally described as being a portion of Lots 1, 2, 3 and 6, and all of Lots 7 and 8, Block 42, of the City of Georgetown ("Lessor's Entire Leasehold").

1. TERMS OF LEASE.

A. **Initial Term.** The initial term of this Lease shall be a period of Three (3) Years, commencing on April 1, 2009 ("Commencement Date"), and ending at midnight on March 31, 2012 (the "Initial Term").

B. **Extension Term.** On or before the termination date of the Initial Lease Term or any current Extension Term of this Lease, the Williamson County Commissioners Court reserves the right, at its sole discretion, to extend this Lease, for up to Two (2) additional One (1) year terms as it deems in the best interest of Williamson County; provided that Lessee also wishes to extend this Lease. The Extension Term shall begin on the expiration of the Initial Term or the current Extension Term of this Lease, as appropriate.

All terms, covenants, and provisions of this Lease shall apply to each such Extension Term.

If Lessee wishes to request an extension of this Lease, Lessee shall tender a written extension request to Lessor not later than One Hundred Eighty (180) days prior to the expiration of the Initial Term or the current Extension Term of this Lease, as appropriate.

The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of Sixty (60) months.

2. RENTAL.

A. Rental for Initial Term. During the Initial Term, Lessee agrees to pay, without demand, deduction or offset, to Lessor as rent for the Leased Premises \$709.00 per month in advance on the First (1st) day of each calendar month, beginning on the Commencement Date, at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing.

B. Rent Adjustment for Extension Term(s). Following the Initial Term, the rent will be adjusted on the first day of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the index number for the last month before the

adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

C. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS (\$50.00), plus additional late charges of TEN DOLLARS (\$10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY FIVE DOLLARS (\$25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

3. SECURITY DEPOSIT. On the execution of this Lease, Lessee shall deposit with Lessor an amount equal to one (1) month's rent, as security for faithful performance of the terms

of the Lease. The deposit shall be held in a separate account for the benefit of Lessee, and it shall be returned to Lessee, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease.

Lessor may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid utilities; (d) costs of cleaning, deodorizing and repairing the Leased Premises and its contents for which Lessee is responsible; (e) replacing unreturned keys or other security devices; (f) the removal of all unauthorized locks, fixtures, improvements installed by Lessee; (g) packing, removing, and storing abandoned property; (h) costs of reletting, if Lessee is in default; (i) attorney's fees and costs of court incurred in any proceeding against Lessee; and/or (j) other items Lessee is responsible to pay under the terms of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Lessee will pay Lessor the excess amount within Ten (10) days after Lessor makes written demand on Lessee. The security deposit will be applied first to any non-rent items then to any unpaid rent.

4. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

among all lessees who participated in the contest) of all court costs, interests, penalties and other liabilities relating to such proceedings.

- (ii) Any payment to be made pursuant to this section with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this Lease bears to a full tax year.

5. **UTILITIES.** Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises which are not provided by Lessor or the adjoining tenant. Such utility services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

6. **INDEMNIFICATION AND INSURANCE.**

A. Indemnification of Lessor. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY

LESSEE; FROM ANY NEGLECT OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

B. Insurance. In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Leased Premises, in an amount of at least ONE MILLION DOLLARS (\$1,000,000.00), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during any term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide

Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least One (1) year.

7. **SUBORDINATION.** This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

8. **LESSEE'S COVENANTS.** Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for the express purpose of operating a business office; to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements

permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To comply with the Rules and Regulations attached hereto.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

D. In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

E. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with Paragraph 7 above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.** Upon request of Lessor,

Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease.

F. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the Leased Premises a notice, that Lessee may not remove, stating that the Leased Premises are for rent one month preceding the expiration of this Lease.

G. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements ("accessibility alterations"). The allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

H. Lessee agrees to inform Lessor of items in need of repair that Lessor is obligated to maintain and repair under this Lease. Lessee shall serve Lessor written notice of such matters within Ten (10) days of Lessee's discovery of items in need of repair.

I. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor

adults and/or children be allowed to play on, near or about the Leased Premises, injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, Lessee hereby agrees that Lessee, in accordance with Paragraph 7 above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children. Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with Paragraph 7 above, to be solely liable to such persons who are injured.

J. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of

Texas. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Leased Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

K. Lessee acknowledges and agrees that there is not a restroom located within the suite adjoining the Leased Premises, which is designated as 310 W. 7th Street, Suite 101, Georgetown, Texas, and that Lessee must share the restroom located within the Leased Premises with the tenant of said adjoining suite, as well as with such tenant's employees and invitees. Lessee agrees to grant said tenant and its employees and guests permission to use and share the restroom located in the Leased Premises.

9. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have the right to render the Leased Premises tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Leased Premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the Leased Premises are not rendered tenantable within that time, Lessor will have the right to terminate this Lease by written notice to Lessee.

C. To maintain the structure of the building, including but not limited to the roof,

exterior walls, floors and foundation.

D. At Lessor's expense, Lessor shall perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system, which are not due to Lessee's negligence and/or failure to keep the heating and air-conditioning and septic or sewer system in good operating condition.

10. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

A. Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

C. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately,

at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

11. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

12. VOLUNTARY TERMINATION. Lessor or Lessee may terminate this Lease, without cause or liability, upon giving One Hundred Eighty (180) days written notice to the other party. Upon the termination of this Lease pursuant to this provision, Lessee will surrender the Leased Premises peaceably to the Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

13. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

14. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

15. RIGHT TO SELL. It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Leased Premises, in whole or in part, at any time during any term of this Lease. If during any term of this Lease, the Leased Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than One Hundred Eighty (180) days from the date in which Lessor gives Lessee notice that the Leased Premises has been sold, Lessee shall vacate the Leased Premises.

16. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The

failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

17. LIMITATIONS OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED

PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

18. **CONDEMNATION.** If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased

Premises resulting therefrom shall belong and be payable entirely to Lessor.

19. ASBESTOS. The Leased Premises may contain asbestos-containing material or presumed asbestos-containing material as defined by OSHA regulations. Lessee has inspected the Leased Premises and conducted such tests and inspections as Lessee deems necessary or desirable. Lessee will provide Lessor with copies of all such test results and inspections. Lessee will comply with all rules and regulations relating to asbestos in performing any maintenance, housekeeping, construction, renovation, or remodeling of the Leased Premises and Lessee will bear all costs related to removal and disposal of asbestos from the Leased Premises.

20. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Joe Latteo, Director of Facilities for Williamson County (or his successor, as designated by Lessor), shall serve as the Lessor's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Lessee.

Lessor's lease administrator and property manager contact information is as follows:

Joe Latteo (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Lessor is obligated to provided and perform under this Lease, Lessee shall contact:

Williamson County Facilities
James Whetston or Shirley Taylor (or successor)
3101 S. E. Inner Loop

Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

21. **NOTICES.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge Dan A. Gattis (or successor)
710 South Main, Ste. 101
Georgetown, Texas 78626

with copy to: Jim Gilger (or successor)
Williamson County Contract Management Auditor
710 South Main Street, Suite 301
Georgetown, Texas 78626

LESSEE: Robert O. Vasquez
310 W. 7th Street, Suite 102
Georgetown, Texas 78626
Phone: (512) 763-1900
Fax: (512) 864-7692
Georgetown, Texas 78626

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

22. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

23. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

24. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

25. SEVERABILITY. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to

the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

26. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

27. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor.

28. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

29. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

30. PRIOR LEASE AGREEMENT. Lessor and Lessee acknowledge that Lessee and Lessor originally executed a lease agreement for the lease of the office suite designated as 306 W. 7th Street, Suite 101, Georgetown, Texas 78626, formerly designated as 306-A W. 7th Street, Georgetown, Texas 78626 (the "Prior Lease"). Lessor and Lessee agreed to allow Lessee to move from said prior office suite to the Leased Premises. In order to formalize such agreement, the Lessor and Lessee are executing this Lease. By complete execution of this Lease, both parties acknowledge and agree that the Prior Lease that was executed for the above described prior office suite shall for all purposes be deemed terminated.

31. RELEASE RELATING TO PRIOR LEASE. IN CONSIDERATION OF LESSOR'S AGREEMENT TO WAIVE THE RENT THAT WAS DUE FOR THE MONTH OF JUNE 2009, LESSEE, ON BEHALF OF ITSELF AND ITS AGENTS, EMPLOYEES, OFFICERS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES AND HOLDS LESSOR HARMLESS FROM ANY CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM OR RELATED TO IN ANY MANNER THE PRIOR LEASE; THE LEASED PREMISES SUBJECT OF THE PRIOR LEASE; THE MOVE FROM THE LEASED PREMISES OF THE PRIOR LEASE TO THE NEW LEASED PREMISES UNDER THIS LEASE; AND/OR FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THE PRIOR LEASE.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as April 1, 2009 on _____, 20____.

Signed, sealed, and delivered in our presence as:

LESSOR:

WILLIAMSON COUNTY

By: _____
Judge Dan A. Gattis

LESSEE:

**ROBERT O. VASQUEZ, INDIVIDUALLY, D/B/A
B & V BAIL BOND COMPANY**

By: Robert O. Vasquez

Printed Name: Robert O. Vasquez

Representative

Capacity: Owner

RULES AND REGULATIONS

1. Lessee and Lessee's employees shall not loiter in any common area adjoining the Leased Premises nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Leased Premises. They shall use the same only as passageways to and from their respective work areas.
2. Lessee shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Leased Premises without prior written consent from Lessor. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.
3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Leased Premises. Lessee may install window treatment inside the Leased Premises such as vertical blinds if approved by Lessor. Any "window treatment" shall be in a color congruent and consistent with the parts of the Leased Premises. Lessee also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.
4. No boring or cutting for wires shall be allowed, except with Lessor's prior written approval.
5. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.
6. Lessee shall not use any machinery in the Leased Premises (regardless whether Lessor approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Leased Premises.
7. Lessor may limit weight, size and position of all safes, fixtures, and other equipment used in the Leased Premises.
8. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other lessees or those having business with them, nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.
9. Unless expressly authorized in the Lease, Lessee shall have no right to place an antenna on the roof or exterior walls of the Leased Premises. Lessee is not allowed on the roof nor may Lessee place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from Lessor.
10. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided by Lessee for that purpose.

11. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Hazardous chemicals are not prohibited on the Property. Lessee shall cooperate with Lessor and all other lessees so that the common areas adjoining the Leased Premises may be kept in a clean and orderly condition and free of obstructions.

12. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

13. Lessee shall not overburden the parking facilities and shall cooperate with Lessor and other lessees in the use of the parking facilities. Lessor reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among lessees.

14. Lessee shall cooperate with any security regulations issued by Lessor from time to time, and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

15. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

17. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein, as well as for the convenience of other occupants and lessees of premises adjoining the Leased Premises. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person; however, Lessor shall not discriminate among lessees when enforcing the rules and regulations. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the space herein leased.

18. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT (the "Lease") is made between **Williamson County**, a political subdivision of the State of Texas, hereafter called "Lessor", and **CYNTHIA BORGFELD SMITH, P.C.**, a Texas professional corporation, hereafter called "Lessee".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described office space: That certain office suite designated as 306 W. 7th Street, Suite 102, Georgetown, Texas 78626, formerly designated as 306-B W. 7th Street, Georgetown, Texas 78626 (the "Leased Premises"). The Leased Premises is situated on and is a part of the entire property legally described as being a portion of Lots 1, 2, 3 and 6, and all of Lots 7 and 8, Block 42, of the City of Georgetown ("Lessor's Entire Leasehold").

1. TERMS OF LEASE.

A. **Initial Term.** The initial term of this Lease shall be a period of Three (3) Years, commencing on April 1, 2009 ("Commencement Date"), and ending at midnight on March 31, 2012 (the "Initial Term").

B. **Extension Term.** On or before the termination date of the Initial Lease Term or any current Extension Term of this Lease, the Williamson County Commissioners Court reserves the right, at its sole discretion, to extend this Lease, for up to Two (2) additional One (1) year terms as it deems in the best interest of Williamson County; provided that Lessee also wishes to extend this Lease. The Extension Term shall begin on the expiration of the Initial Term or the current Extension Term of this Lease, as appropriate.

All terms, covenants, and provisions of this Lease shall apply to each such Extension Term.

If Lessee wishes to request an extension of this Lease, Lessee shall tender a written extension request to Lessor not later than One Hundred Eighty (180) days prior to the expiration of the Initial Term or the current Extension Term of this Lease, as appropriate.

The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of Sixty (60) months.

2. RENTAL.

A. Rental for Initial Term. During the Initial Term, Lessee agrees to pay, without demand, deduction or offset, to Lessor as rent for the Leased Premises \$1,100.00 per month in advance on the First (1st) day of each calendar month, beginning on the Commencement Date, at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing.

B. Rent Adjustment for Extension Term(s). Following the Initial Term, the rent will be adjusted on the first day of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the index number for the last month before the

adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

C. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS (\$50.00), plus additional late charges of TEN DOLLARS (\$10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY FIVE DOLLARS (\$25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

3. SECURITY DEPOSIT. On the execution of this Lease, Lessee shall deposit with Lessor an amount equal to one (1) month's rent, as security for faithful performance of the terms

of the Lease. The deposit shall be held in a separate account for the benefit of Lessee, and it shall be returned to Lessee, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease.

Lessor may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid utilities; (d) costs of cleaning, deodorizing and repairing the Leased Premises and its contents for which Lessee is responsible; (e) replacing unreturned keys or other security devices; (f) the removal of all unauthorized locks, fixtures, improvements installed by Lessee; (g) packing, removing, and storing abandoned property; (h) costs of reletting, if Lessee is in default; (i) attorney's fees and costs of court incurred in any proceeding against Lessee; and/or (j) other items Lessee is responsible to pay under the terms of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Lessee will pay Lessor the excess amount within Ten (10) days after Lessor makes written demand on Lessee. The security deposit will be applied first to any non-rent items then to any unpaid rent.

4. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Tax Reimbursement: Lessee agrees to pay its proportionate share of all taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the Lessor's Entire Leasehold. Included also shall be Lessee's proportionate share of all costs in contesting, rendering and otherwise adjusting the Taxes.

1. **Percentage of Lessor's Entire Leasehold:** Lessee's proportionate share of the Taxes shall be computed by multiplying the Taxes by the percentage that the Leased Premises bears to the Lessor's Entire Leasehold. Based on the formula set forth in the preceding sentence, the Leased Premises area is 18.4 % of the Lessor's Entire Leasehold and such percentage shall be the basis for calculating the Lessee's proportionate share for purposes of reimbursement for Taxes.
2. **Payment of Taxes to Lessor:** Within thirty (30) days of receiving Lessor's notice of the amount of Taxes due, Lessee shall deposit with Lessor the entire amount of its proportionate share of the Taxes. Lessee authorizes Lessor to use such deposited funds to pay the Taxes. The Tax payment is subject to increase or decrease as determined by Lessor to reflect an accurate reimbursement of Lessee's proportionate share of the Taxes.
3. **Remedy for Non-Payment:** If Lessee should fail to pay any taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may,

if Lessor so elects, pay such taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee.

4. Adjustment to Taxes; Contest of Taxes:

- (i) Lessee may, alone or along with any other lessees of suites situated within the Lessor's Entire Leasehold, at its or their sole cost and expense, in its or their own name(s) and/or in the name of Lessor, dispute and contest the "Taxes" by appropriate proceedings diligently conducted in good faith but only after Lessee and all other lessees, if any, joining with Lessee in such contest have deposited with the Lessor the amount so contested and unpaid, or their proportionate share thereof as the case may be, which shall be held by Lessor without obligation for interest until the termination of the proceedings, at which times the amount(s) deposited shall be applied by Lessor toward the payment of the items held valid (plus any court costs, interest, penalties and other liabilities associated with the proceedings), and Lessee's share of the excess shall be returned to Lessee. Lessee further agrees to pay to Lessor upon demand Lessee's share (as

among all lessees who participated in the contest) of all court costs, interests, penalties and other liabilities relating to such proceedings.

- (ii) Any payment to be made pursuant to this section with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this Lease bears to a full tax year.

5. **UTILITIES.** Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises, including but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

6. **INDEMNIFICATION AND INSURANCE.**

A. Indemnification of Lessor. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE; FROM ANY NEGLIGENCE OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES;

OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLIGENCE, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

B. Insurance. In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Leased Premises, in an amount of at least ONE MILLION DOLLARS (\$1,000,000.00), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during any term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company

demonstrating that insurance is paid up. Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least One (1) year.

7. **SUBORDINATION.** This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

8. **LESSEE'S COVENANTS.** Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for the express purpose of operating a business office; to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment,

supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To comply with the Rules and Regulations attached hereto.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

D. In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

E. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with Paragraph 7 above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.** Upon request of Lessor,

Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease.

F. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the Leased Premises a notice, that Lessee may not remove, stating that the Leased Premises are for rent one month preceding the expiration of this Lease.

G. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements ("accessibility alterations"). The allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

H. Lessee agrees to inform Lessor of items in need of repair that Lessor is obligated to maintain and repair under this Lease. Lessee shall serve Lessor written notice of such matters within Ten (10) days of Lessee's discovery of items in need of repair.

I. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor

adults and/or children be allowed to play on, near or about the Leased Premises, injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, Lessee hereby agrees that Lessee, in accordance with Paragraph 7 above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children. Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with Paragraph 7 above, to be solely liable to such persons who are injured.

J. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of

Texas. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Leased Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

9. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have the right to render the Leased Premises tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Leased Premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the Leased Premises are not rendered tenantable within that time, Lessor will have the right to terminate this Lease by written notice to Lessee.

C. To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

D. At Lessor's expense, Lessor shall perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system, which are not due to Lessee's negligence and/or failure to keep the heating and air-conditioning and septic or sewer system in good operating condition.

10. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and

those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

A. Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

C. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required

under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

11. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

12. VOLUNTARY TERMINATION. Lessor or Lessee may terminate this Lease, without cause or liability, upon giving Sixty (60) days written notice to the other party. Upon the termination of this Lease pursuant to this provision, Lessee will surrender the Leased Premises peaceably to the Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

13. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if

necessary.

14. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

15. RIGHT TO SELL. It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Leased Premises, in whole or in part, at any time during any term of this Lease. If during any term of this Lease, the Leased Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than Sixty (60) days from the date in which Lessor gives Lessee notice that the Leased Premises has been sold, Lessee shall vacate the Leased Premises.

16. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the

Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

17. LIMITATIONS OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR

EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

18. **CONDEMNATION.** If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

19. **ASBESTOS.** The Leased Premises may contain asbestos-containing material or presumed asbestos-containing material as defined by OSHA regulations. Lessee has inspected the Leased Premises and conducted such tests and inspections as Lessee deems necessary or desirable. Lessee will provide Lessor with copies of all such test results and inspections. Lessee will comply with all rules and regulations relating to asbestos in performing any maintenance,

housekeeping, construction, renovation, or remodeling of the Leased Premises and Lessee will bear all costs related to removal and disposal of asbestos from the Leased Premises.

20. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Joe Latteo, Director of Facilities for Williamson County (or his successor, as designated by Lessor), shall serve as the Lessor's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Lessee.

Lessor's lease administrator and property manager contact information is as follows:

Joe Latteo (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Lessor is obligated to provided and perform under this Lease, Lessee shall contact:

Williamson County Facilities
James Whetston or Shirley Taylor (or successor)
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

21. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper

party, at the following addresses:

LESSOR: Williamson County Judge Dan A. Gattis (or successor)
710 South Main, Ste. 101
Georgetown, Texas 78626

with copy to: Jim Gilger (or successor)
Williamson County Contract Management Auditor
710 South Main Street, Suite 301
Georgetown, Texas 78626

LESSEE: Cynthia Borgfeld Smith, P.C.
306 W. 7th Street, Suite 102
Georgetown, Texas 78626

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

22. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

23. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

24. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the

plural whenever the context requires or admits.

25. SEVERABILITY. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

26. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

27. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor.

28. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including

but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.


29. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease on _____, 20____.

Signed, sealed, and delivered in our presence as:

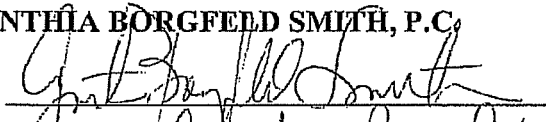
LESSOR:

WILLIAMSON COUNTY

By: 
Judge Dan A. Gattis

LESSEE:

CYNTHIA BORGFEED SMITH, P.C.

By: 
Printed Name: Cynthia Borgfeed Smith

Representative

Capacity: Owner

March 19, 2009

RULES AND REGULATIONS

1. Lessee and Lessee's employees shall not loiter in any common area adjoining the Leased Premises nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Leased Premises. They shall use the same only as passageways to and from their respective work areas.

2. Lessee shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Leased Premises without prior written consent from Lessor. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Leased Premises. Lessee may install window treatment inside the Leased Premises such as vertical blinds if approved by Lessor. Any "window treatment" shall be in a color congruent and consistent with the parts of the Leased Premises. Lessee also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with Lessor's prior written approval.

5. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. Lessee shall not use any machinery in the Leased Premises (regardless whether Lessor approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Leased Premises.

7. Lessor may limit weight, size and position of all safes, fixtures, and other equipment used in the Leased Premises.

8. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other lessees or those having business with them, nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the Lease, Lessee shall have no right to place an antenna on the roof or exterior walls of the Leased Premises. Lessee is not allowed on the roof nor may Lessee place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from Lessor.

10. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided by Lessee for that purpose.

11. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Hazardous chemicals are not prohibited on the Property. Lessee shall cooperate with Lessor and all other lessees so that the common areas adjoining the Leased Premises may be kept in a clean and orderly condition and free of obstructions.

12. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

13. Lessee shall not overburden the parking facilities and shall cooperate with Lessor and other lessees in the use of the parking facilities. Lessor reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among lessees.

14. Lessee shall cooperate with any security regulations issued by Lessor from time to time, and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

15. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

17. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein, as well as for the convenience of other occupants and lessees of premises adjoining the Leased Premises. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person; however, Lessor shall not discriminate among lessees when enforcing the rules and regulations. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the space herein leased.

18. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT (the "Lease") is made between **Williamson County**, a political subdivision of the State of Texas, hereafter called "Lessor", and **BOBBY R. DAVIS, P.C.**, a Texas professional corporation, hereafter called "Lessee".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described office space: That certain office suite designated as 308 W. 7th Street, Suite 101, Georgetown, Texas 78626, formerly designated as 308-A W. 7th Street, Georgetown, Texas 78626 (the "Leased Premises"). The Leased Premises is situated on and is a part of the entire property legally described as being a portion of Lots 1, 2, 3 and 6, and all of Lots 7 and 8, Block 42, of the City of Georgetown ("Lessor's Entire Leasehold").

1. TERMS OF LEASE.

A. **Initial Term.** The initial term of this Lease shall be a period of Three (3) Years, commencing on April 1, 2009 ("Commencement Date"), and ending at midnight on March 31, 2012 (the "Initial Term").

B. **Extension Term.** On or before the termination date of the Initial Lease Term or any current Extension Term of this Lease, the Williamson County Commissioners Court reserves the right, at its sole discretion, to extend this Lease, for up to Two (2) additional One (1) year terms as it deems in the best interest of Williamson County; provided that Lessee also wishes to extend this Lease. The Extension Term shall begin on the expiration of the Initial Term or the current Extension Term of this Lease, as appropriate.

All terms, covenants, and provisions of this Lease shall apply to each such Extension Term.

If Lessee wishes to request an extension of this Lease, Lessee shall tender a written extension request to Lessor not later than One Hundred Eighty (180) days prior to the expiration of the Initial Term or the current Extension Term of this Lease, as appropriate.

The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of Sixty (60) months.

2. RENTAL.

A. Rental for Initial Term. During the Initial Term, Lessee agrees to pay, without demand, deduction or offset, to Lessor as rent for the Leased Premises \$1,200.00 per month in advance on the First (1st) day of each calendar month, beginning on the Commencement Date, at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing.

B. Rent Adjustment for Extension Term(s). Following the Initial Term, the rent will be adjusted on the first day of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the index number for the last month before the

of the Lease. The deposit shall be held in a separate account for the benefit of Lessee, and it shall be returned to Lessee, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease.

Lessor may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid utilities; (d) costs of cleaning, deodorizing and repairing the Leased Premises and its contents for which Lessee is responsible; (e) replacing unreturned keys or other security devices; (f) the removal of all unauthorized locks, fixtures, improvements installed by Lessee; (g) packing, removing, and storing abandoned property; (h) costs of reletting, if Lessee is in default; (i) attorney's fees and costs of court incurred in any proceeding against Lessee; and/or (j) other items Lessee is responsible to pay under the terms of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Lessee will pay Lessor the excess amount within Ten (10) days after Lessor makes written demand on Lessee. The security deposit will be applied first to any non-rent items then to any unpaid rent.

4. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Tax Reimbursement: Lessee agrees to pay its proportionate share of all taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the Lessor's Entire Leasehold. Included also shall be Lessee's proportionate share of all costs in contesting, rendering and otherwise adjusting the Taxes.

1. **Percentage of Lessor's Entire Leasehold:** Lessee's proportionate share of the Taxes shall be computed by multiplying the Taxes by the percentage that the Leased Premises bears to the Lessor's Entire Leasehold. Based on the formula set forth in the preceding sentence, the Leased Premises area is 18.4% of the Lessor's Entire Leasehold and such percentage shall be the basis for calculating the Lessee's proportionate share for purposes of reimbursement for Taxes.
2. **Payment of Taxes to Lessor:** Within thirty (30) days of receiving Lessor's notice of the amount of Taxes due, Lessee shall deposit with Lessor the entire amount of its proportionate share of the Taxes. Lessee authorizes Lessor to use such deposited funds to pay the Taxes. The Tax payment is subject to increase or decrease as determined by Lessor to reflect an accurate reimbursement of Lessee's proportionate share of the Taxes.
3. **Remedy for Non-Payment:** If Lessee should fail to pay any taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may,

if Lessor so elects, pay such taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee.

4. Adjustment to Taxes; Contest of Taxes:

- (i) Lessee may, alone or along with any other lessees of suites situated within the Lessor's Entire Leasehold, at its or their sole cost and expense, in its or their own name(s) and/or in the name of Lessor, dispute and contest the "Taxes" by appropriate proceedings diligently conducted in good faith but only after Lessee and all other lessees, if any, joining with Lessee in such contest have deposited with the Lessor the amount so contested and unpaid, or their proportionate share thereof as the case may be, which shall be held by Lessor without obligation for interest until the termination of the proceedings, at which times the amount(s) deposited shall be applied by Lessor toward the payment of the items held valid (plus any court costs, interest, penalties and other liabilities associated with the proceedings), and Lessee's share of the excess shall be returned to Lessee. Lessee further agrees to pay to Lessor upon demand Lessee's share (as

among all lessees who participated in the contest) of all court costs, interests, penalties and other liabilities relating to such proceedings.

- (ii) Any payment to be made pursuant to this section with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this Lease bears to a full tax year.

5. **UTILITIES.** Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises, including but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

6. **INDEMNIFICATION AND INSURANCE.**

A. Indemnification of Lessor. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE; FROM ANY NEGLIGENCE OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES;

OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

B. Insurance. In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Leased Premises, in an amount of at least ONE MILLION DOLLARS (\$1,000,000.00), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during any term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company

demonstrating that insurance is paid up. Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least One (1) year.

7. **SUBORDINATION.** This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

8. **LESSEE'S COVENANTS.** Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for the express purpose of operating a business office; to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment,

supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

- B. To comply with the Rules and Regulations attached hereto.
- C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.
- D. In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.
- E. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with Paragraph 7 above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.** Upon request of Lessor,

Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease.

F. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the Leased Premises a notice, that Lessee may not remove, stating that the Leased Premises are for rent one month preceding the expiration of this Lease.

G. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements ("accessibility alterations"). The allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

H. Lessee agrees to inform Lessor of items in need of repair that Lessor is obligated to maintain and repair under this Lease. Lessee shall serve Lessor written notice of such matters within Ten (10) days of Lessee's discovery of items in need of repair.

I. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor

adults and/or children be allowed to play on, near or about the Leased Premises, injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, Lessee hereby agrees that Lessee, in accordance with Paragraph 7 above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children. Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with Paragraph 7 above, to be solely liable to such persons who are injured.

J. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of

Texas. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Leased Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

9. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have the right to render the Leased Premises tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Leased Premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the Leased Premises are not rendered tenantable within that time, Lessor will have the right to terminate this Lease by written notice to Lessee.

C. To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

D. At Lessor's expense, Lessor shall perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system, which are not due to Lessee's negligence and/or failure to keep the heating and air-conditioning and septic or sewer system in good operating condition.

10. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and

those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

- A. Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or
- B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or
- C. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or
- D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required

under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

11. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

12. VOLUNTARY TERMINATION. Lessor or Lessee may terminate this Lease, without cause or liability, upon giving Sixty (60) days written notice to the other party. Upon the termination of this Lease pursuant to this provision, Lessee will surrender the Leased Premises peaceably to the Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

13. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if

necessary.

14. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

15. RIGHT TO SELL. It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Leased Premises, in whole or in part, at any time during any term of this Lease. If during any term of this Lease, the Leased Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than Sixty (60) days from the date in which Lessor gives Lessee notice that the Leased Premises has been sold, Lessee shall vacate the Leased Premises.

16. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the

Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

17. LIMITATIONS OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR

EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

18. **CONDEMNATION.** If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

19. **ASBESTOS.** The Leased Premises may contain asbestos-containing material or presumed asbestos-containing material as defined by OSHA regulations. Lessee has inspected the Leased Premises and conducted such tests and inspections as Lessee deems necessary or desirable. Lessee will provide Lessor with copies of all such test results and inspections. Lessee will comply with all rules and regulations relating to asbestos in performing any maintenance,

housekeeping, construction, renovation, or remodeling of the Leased Premises and Lessee will bear all costs related to removal and disposal of asbestos from the Leased Premises.

20. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Joe Latteo, Director of Facilities for Williamson County (or his successor, as designated by Lessor), shall serve as the Lessor's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Lessee.

Lessor's lease administrator and property manager contact information is as follows:

Joe Latteo (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Lessor is obligated to provide and perform under this Lease, Lessee shall contact:

Williamson County Facilities
James Whetston or Shirley Taylor (or successor)
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

21. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper

party, at the following addresses:

LESSOR: Williamson County Judge Dan A. Gattis (or successor)
710 South Main, Ste. 101
Georgetown, Texas 78626

with copy to: Jim Gilger (or successor)
Williamson County Contract Management Auditor
710 South Main Street, Suite 301
Georgetown, Texas 78626

LESSEE: Bobby R. Davis, P.C.
308 W. 7th Street, Suite 101
Georgetown, Texas 78626

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

22. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

23. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

24. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the

plural whenever the context requires or admits.

25. SEVERABILITY. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

26. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

27. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor.

28. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including

but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

29. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease on _____, 20____.

Signed, sealed, and delivered in our presence as:

LESSOR:

WILLIAMSON COUNTY

By: _____

Judge Dan A. Gattis

LESSEE:

BOBBY R. DAVIS, P.C., a Texas professional corporation

By: _____

Printed Name: _____

Bobby R Davis

Representative

Capacity: _____

PRESIDENT

BJA Justice Assistance Grant Program Local Solicitation Commissioners Court - Regular Session

Date: 10/06/2009
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: John Bradley
Department: Commissioner Pct. #2
Contract Oversight:
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on audio/visual systems design and installation proposal by Data Projections, Inc. for the BJA FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation.

Background

The County was allocated \$85,400 through the BJA FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation. The allocated amount was calculated by the Bureau of Justice Statistics (BJS) based on the statutory JAG formula using state's population and violent crime statistics. The Commissioners Court on May 18th approved the grant resolution to apply for grant funding to do audio/visual systems design and installation upgrades to six courtrooms at the Williamson County Justice Center that conduct criminal trials. This contract to perform the upgrades that were approved in the grant application.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Link: [Data Projections Agreement](#)

Link: [Courtroom Upgrade Summary](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Grimes Kathy	09/22/2009 03:00 PM	CREATED
1	County Attorney			NEW
2	Jim Gilger			
3	Budget			
4	County Judge Exec Asst.			

Form Started By: Grimes Kathy
 Started On: 09/22/2009 03:00 PM



DATA
PROJECTIONS

Audio/Visual Systems Design and Installation Proposal Summary

for

Williamson County

Courts



Executive Summary

DPI will install a wireless display system with a wired backup option in two (6) courtrooms in the Williamson County Courthouse facilities.

A roll around podium (VFI PD3006 shall be installed in each courtroom . Each podium will contain an Elmo PS10S Document camera with a VGA video output and an input for a client owned laptop computer with audio and video outputs.

The laptop and document camera will be controlled via a podium mounted Extron touch panel (MLC226IP-I) controlling a VGA/and audio switcher (Extron MMX32VGA-A). Signals shall be sent from the switcher to an Avocent MPX1550T wireless transmitter, which will then send this video and audio signal to an Avocent MPX1550R receiver mounted in the ceiling. From the receiver. Audio will then be sent to the courthouse existing audio mixer, amplifier and speakers.

Video from the Avocent receiver will be sent to a ceiling mounted distribution amplifier (Extron P2DA4) which will then send video to the ceiling mounted projector (Panasonic PT-F200U) and two (2) sidewall mounted 42" plasma screens (Panasonic TH42PH11UK)

In the event of a wireless failure, a VGA/w audio wall panel will be mounted on a sidewall. Taking a VGA and audio output from the podium mounted switcher and plugging into the wall panel via a 25ft. VGA / audio cable, both video and audio will be sent to one of the projector's additional VGA inputs and its audio input, so that courtroom proceedings may continue uninterrupted with audio and video emanating from the projector only.

Electrical outlets shall be pre-installed by the client for the ceiling mounted projector, both sidewall mounted plasma screens, and the two (2) low voltage ceiling mounted pieces (the wireless transmitter and distribution amplifier).

Statement of Performance

The statement of performance is intended to provide the Client with Data Projections' working standards and expectations while designing and integrating the proposed audio/visual presentation system.

Integration of Client System

Client Responsibilities

- Client shall be responsible for providing the following services to ensure compliance with the installation and operation of the equipment:
 - **Electrical** – Installation, connection and service of all high voltage services equal to or greater than 70 VAC shall be the responsibility of the Client. Data Projections does not supply nor have certified high voltage electricians on staff. **Data Projections does not install any high-voltage wiring and; therefore, cannot install, connect, repair or add electrical outlets.**

10/2/2009

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- **Floor Penetrations** – Installation of any box, poke-thru, core/wire path, or other devices requiring modification of floor surface that are required for cable path.
 - **Wall & Ceiling Trim Work** – Finish out-of-wall/ceiling area as a result of the installation of projection screens, projector lifts, speakers, cameras, etc. This includes ceiling grid, gypsum, sheet-rock, concealed spine, masonry, wood and all types of wall and ceiling surfaces.
 - **Subscription-Based Services** – Services such as satellite, cable television, ISDN, etc.
 - **Network Configurations** – all network configurations that allow our equipment to function on your network if needed. This includes IP addresses opened for video conferencing, all firewall issues and bandwidth needs assessed before installation.
- Delays providing the above services that affect the work of Data Projections may result in additional charges.

Data Projections' Responsibilities

- Data Projections will install all equipment in accordance with the manufacturers' specifications, national and local regulation ordinances and codes, and will be in strict conformity with good engineering practices as established by the International Communications Industries Association (ICIA.)
- All equipment will be installed with provisions for the safety of the operator, with all controls accessible as specified under the Americans with Disabilities Act (ADA) guidelines.
- All Data Projections staff and contractors will conduct themselves in a professional, courteous manner, maintaining a clean-cut appearance and acceptable dress. All Data Projections staff is expected to check in and out with the Client or an assigned contact upon arrival and departure.
- Data Projections staff will maintain a clean and safe work environment. All unused materials, containers, tools and equipment will be removed when possible. Data Projections will take precautions to protect all floors, walls, windows and other surfaces from stains, marring or other damage.
- Data Projections will notify you of any hum or distortions beyond Data Projections' control caused by interference with the building structure, electrical or existing equipment and advise Client of alternatives to alleviate the problem.
- Data Projections lists all equipment to be installed as part of the proposal. Unless specifically stated, Data Projections does not intend to install equipment other than that shown in the proposal. If Client has any other equipment installation needs, please contact us for consultation. If the product is not installed or supplied by Data Projections, Data Projections will not be held responsible for warranty of those products.

Terms and Conditions

Client-Owned Furniture/Equipment

- Modifications to Client-owned furniture/equipment shall require a signed waiver authorizing the changes. This includes changes to existing tables, credenzas, podiums, equipment racks, etc.

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- Data Projections assumes no responsibility for the condition and/or functionality of Client-owned furniture/equipment.
- Data Projections cannot assume responsibility for furniture/equipment that is unable to be removed. In all cases, Data Projections will exercise caution to protect furniture/equipment, fixtures, etc. in the area where work is taking place.

Access to Facility

- Upon arrival for installation or unless specifically stated, Data Projections must have uninterrupted access to the areas where equipment shall be installed. Interference by other trades may result in delays and/or increased labor time and expense to the Client.
- For the safety of all entities involved, Data Projections requests work areas be free of other trades, Client employees or customers, and scheduled activities during installation period.
- Please contact your project manager if there is an issue with accessibility to site.

Condition of Facility

- Data Projections shall be provided a secure area on-site to store equipment during the installation period. Data Projections cannot assume responsibility for the condition or adequacy of the facility in which the system is to be stored, installed or operated.
- Data Projections shall not perform any installation in an area where asbestos is located. If asbestos has been removed, proper documentation shall be required.
- No installation shall take place in a room that has been painted within the past 48 hours.
- Data Projections may advise Client of any unsatisfactory operating condition due to temperature, humidity, ventilation, mechanical structure or other safety concern beyond Data Projections' control and will advise Client of alternatives to alleviate the condition. Data Projections reserves the right to refuse installation in any facility where the safety of the installation staff is of concern.

Delivery of Equipment

- Client shall take possession and responsibility of all equipment upon delivery and acceptance. Any loss due to theft or vandalism is the Client's responsibility and shall be replaced at the Client's expense. Data Projections is not liable for storage of the products once they have been delivered to the Client location.
- Larger equipment/furniture orders may be drop shipped directly to the Client's facility. These could include projector screens, interactive whiteboards or high quantity orders.

Workmanship and Staffing

- Unless specifically stated, all work will be performed during the normal business hours of Monday through Friday, between 8:00 a.m. and 5:00 p.m., except for recognized holidays. Any work performed outside normal business hours may incur additional costs.

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- All of Data Projections' workmanship will be neat and detailed during and upon completion of the system integration.

Project Coordination

- During the system integration, all communication relative to the project should be directed to the Data Projections' project manager.
- Data Projections will coordinate and cooperate with other trades to ensure satisfactory work progress. Data Projections will notify the Client if other contractors or delays impede our work so that additional charges may be avoided.
- Data Projections will provide the Client with change order documents for work deviating from original approved proposal for specified equipment, location or design. Change orders will be billed at the normal hourly labor rates plus materials, shipping, restocking and other charges within normal business hours.
- Data Projections cannot be held responsible for project delays resulting from changes in scope of project, room availability, unforeseen acts of nature or other circumstances beyond control of Data Projections or the Client.

Additional Costs, Payment and Rights of Ownership

- Unless specifically stated in the terms of the purchase agreement, all shipping charges will be billed FOB point of shipment to the locations stipulated and pay all excise sales, occupation, or any similar taxes applicable to the equipment, its sale or use, even though not expressly set forth in the quotation.
- Upon delivery of all or any equipment included in this proposal, title and risk of loss to the delivered equipment will be passed on to the Client.
- Data Projections will retain a security interest in the equipment until all payments due have been made in full.
- On delinquent accounts, Data Projections may divert shipments or reschedule deliveries on unfulfilled orders and storage fees may be incurred at a billable rate of 1 percent of value per month.

Delay in Shipping and Delivery

- If manufacturer delivery or installation is delayed, in whole or in part by forces beyond the control of Data Projections, time for performance will be extended by at least the duration of the delay.

Returns

- Goods returned to Data Projections require a return authorization number. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Please consult Data Projections for specifics.

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Documentation

Warranty Documents and Drawings

- To aid our efforts in protecting the environment, Data Projections will only provide a compact disc (CD) with all operation manuals, warranty documents, system schematics and wiring diagrams in Adobe Acrobat (PDF) format upon completion of project. Paper copies of manuals can be provided upon request for an additional charge.

Warranty

- All new equipment provided by Data Projections includes each manufacturer's full warranty from the date of Client invoice. Data Projections will honor all warranty requirements as depot service. Any additional fees outside the manufacturer warranty will be charged accordingly.
- Data Projections supplies a 90-day workmanship warranty from the date of Client acceptance of the system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement.
- During the initial workmanship warranty period of 90 days, Data Projections will respond within 24 business hours of the initial service call during the normal business hours of Monday through Friday, between 8:00 a.m. and 5:00 p.m., except for recognized holidays. Service required outside of normal working hours will be billed at the normal hourly rates for overtime work.
- All additional or custom maintenance agreements purchased will supersede the basic or manufacturer warranty as stipulated in the agreement.
- Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.
- Products listed or referenced on this proposal are provided to the Client "as is." Data Projections expressly disclaims all warranties, express or implied, as to any matter whatsoever related to or referenced to by Data Projections, its agents or representatives, including but not limited to, the implied warranties or conditions of quality and fitness for a particular purpose.

Training

- Data Projections will provide an initial training session to include hands-on operation and basic maintenance. All presenters are encouraged to attend this user training session. Additional training sessions may be subject to an additional charge.

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Acceptance Form

Project Title: Williamson County Courts Technology Upgrade

Project Location/Address:

Date of Acceptance:

Contact Information	Name	Email Address	Phone Number
Client	Su Knight	Suknight@me.com	512-343-1234
DPI Account Exec	Rick Hall	rhall@dataprojections.com	512-422-9678
Project Manager	Lisa Marcus	lmarcus@dataprojections.com	512-565-4249
Project Manager	David Campbell	dcampbell@dataprojections.com	512-426-1807
Designer	Aaron White	awhite@dataprojections.com	512-484-8320

Terms:

Net 30

Lease Financing is available. Ask about our various leasing options.

I have read and verified this proposed design summary and accept the Scope of Work proposed herein including the Statement of Performance. I understand that any changes occurring after the acceptance date will directly affect the completion date and may incur costs beyond the original proposed design. In addition, expedite fees for accelerated projects may apply. All changes will require an additional signature from the Owner and will not be implemented without such authorization.

Client Name

Data Projections Representative Name

Client Signature

Data Projections Signature

10/2/2009

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Title

Acceptance Date

10/2/2009

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DATA
PROJECTIONS

Simply
Connected.

Price Quote

Company: Williamson County
Name: John Bradley



DATA
PROJECTIONS

2800 A Industrial Terrace
Austin, Texas 78758
512.420.8856
512.420.9185 fax

Courtroom Technology Upgrades Wireless VGA System Six Courtroom Budget

Phone:

Rick Hall-Account Mgr.

Fax:

512.422-9678 Cell

E-mail:

www.dataprojections.com

Date:

9/17/2009

rhall@dataprojections.com

Manufacturer	Model	Description	Qty	Unit Price	Extended Price
Visual Display Systems					
Panasonic	PT-F200U	3500 Lumen XGA Projector	6	\$ 1,725.50	\$ 10,353.00
Chief	KITPS5003	Projector Mounting Kit	6	\$ 219.77	\$ 1,318.62
ELMO	P10S	Digital Document Camera	6	\$ 1,554.00	\$ 9,324.00
Extron	60-942-02	SMB 203L Lectern Back Box for MLC	6	\$ 155.00	\$ 930.00
Avocent	MPX1550T/R	Wireless VGA System	12	\$ 1,062.56	\$ 12,750.72
Extron	60-565-01	MMX32VGA-A Switcher	6	\$ 516.20	\$ 3,097.20
Extron	60-246-03	Distribution Amplifier P2DA4xi	6	\$ 239.85	\$ 1,439.10
Extron	60-600-02	MLC226IP Touchpanel	6	\$ 902.70	\$ 5,416.20
VFI	PD3006	Mobile Lectern with Drawer Medium Cherry	6	\$ 1,683.63	\$ 10,101.78
Panasonic	TH42PH11UK	42" Plasma Professional Display	12	\$ 976.95	\$ 11,723.40
Chief	PCMU	Display Mounts	12	\$ 284.21	\$ 3,410.49
Cables & Connectors					
DPI	DPI Materials	All Installation Misc. Cabling, Connectors, & Misc. Materials	Lot	\$ 584.25	\$ 584.25
Connecting Hardware					
DPI	DPI Materials	All Installation Misc. Mounting Hardware	Lot	\$ 407.50	\$ 407.50
Equipment Total:					\$ 70,856.26
Installation Labor					
Install Labor					\$ 11,250.00
Project Management					\$ 375.00
System Design/Documentation					\$ 200.00
Labor Total:					Labor Total \$ 11,825.00
Service Plan:					
Data Projections Inc.	1 yr	Service & Maintenance on Purchased Equipment			\$2,044.83
Service & Maintenance Total					\$ 2,044.83
Freight					
Freight Total					\$ 683.91
Project Total					
All Pricing Good for 30 Days				Sub Total	\$ 85,410.00
				Sales Tax	\$ -
rhall@dataprojections.com				Project Total	\$ 85,410.00
Thanks for Doing Business with Data Projections					

Voluntary Duty Pay, B/A, 10/06/09

Commissioners Court - Regular Session

Date: 10/06/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Estimated Voluntary Duty:

Background

Voluntary Duty for law enforcement is now paid through payroll. The contracting agencies pay the county directly a gross amount that covers all expenses associated with voluntary duty in addition to an administration fee. We are asking for this B/A as an estimate in order to avoid delays in payroll processing due to budget funds not being available at the time of payment. This estimate will be "trued-up" as actual charges come in.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.341220	Voluntary Duty Rev, SO	\$19,432.13	01
	0100.0000.341226	Voluntary Duty Rev, Juv Serv	\$2,534.63	02
	0100.0000.341230	Voluntary Duty Admin Fees	\$997.24	03

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
 Started On: 10/01/2009 10:32 AM
 Final Approval Date: 10/01/2009

Voluntary Duty Pay, B/A, 10/06/09

Commissioners Court - Regular Session

Date: 10/06/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Estimated Voluntary Duty pay:

Background

Voluntary Duty for law enforcement is now paid through payroll. The contracting agencies pay the county directly a gross amount that covers all expenses associated with voluntary duty in addition to an administration fee. We are asking for this B/A as an estimate in order to avoid delays in payroll processing due to budget funds not being available at the time of payment. This estimate will be "trued-up" as actual charges come in.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.001117	Voluntary Duty Pay	\$15,000.00	01
	0100.0560.002010	FICA	\$1,147.50	02
	0100.0560.002050	Worker's Comp	\$750.00	03
	0100.0570.001117	Voluntary Duty Pay	\$2,250.00	04
	0100.0570.002010	FICA	\$172.13	05
	0100.0570.002050	Worker's Comp	\$112.50	06
	0100.0576.001117	Voluntary Duty Pay	\$2,250.00	07
	0100.0576.002010	FICA	\$172.13	08
	0100.0576.002050	Worker's Comp	\$112.50	09

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
 Started On: 10/01/2009 10:49 AM
 Final Approval Date: 10/01/2009