

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
OCTOBER 10TH, 2017
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 Division.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments 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 – 14)

5. Discuss, consider and take appropriate action on a line item transfer for the County Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$875.45
To	0100-0475-001114	CA/Certification Pay	\$720.00
To	0100-0475-002010	CA/FICA	\$55.08
To	0100-0475-002020	CA/Retirement	\$100.37

6. Discuss, consider and take appropriate action on a line item transfer for the Budget Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0491-004510	BO/Facility Repair	\$1,290.15
To	0100-0491-003005	BO/Office Furniture	\$1,290.15

7. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
8. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (9) Fluorescent light fixtures and (100) Ballot Scanners (see attached lists) pursuant to Tx. Local Govt Code 263.152.
9. Discuss, consider and take appropriate action on authorizing the retirement from the county inventory of assets stolen (see attached list) per the recommendation of the County Auditor's Office.
10. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Austin White Lime Company (Plant property on McNeil Rd.)
11. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with St. Richard's Episcopal Church (Traffic control and security at Church's fall festival).
12. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #25 in the amount of \$8,854.00 for modification to the roof design at Building B to allow for proper tie-in to existing structure per ASI (Architect Supplemental Instruction) # 16, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Construction Managers Contingency.
13. Discuss, consider and take appropriate action on Work Authorization No 6 in the amount of \$35,791.50 to expire November 30, 2017 under Williamson County contract for Surveying Services between Surveying and Mapping (SAM) LLC and Williamson County dated February 9, 2015 for Surveying Services - L20 relocation for the Tracy Chambers Lane extension for Williamson County.
14. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$26,748.00 to expire December 30, 2017 under Williamson County contract for Engineering Services between Alliance Transportation Group and Williamson County dated October 19, 2016 for Engineering Services for Williamson County Long Range Transportation Plan for Williamson County Road and Bridge.

REGULAR AGENDA

15. Recognize the excellent work and efforts of Emergency Services and other public safety agencies in support of the response to Hurricane Harvey.
16. Discuss, consider and take appropriate action on recognizing and introducing Marco Cruz as the new Opportunities for Williamson and Burnet Counties Executive Director.
17. Discuss, consider, and take appropriate action on the Justices of the Peace and Constables Association of Texas presentation.
18. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
19. Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the Georgetown Inner Loop @ WilCo Way contract between Williamson County and Rodriguez Transportation Group, Inc. relating to the 2013 Road Bond Program.

20. Discuss, consider and take appropriate action on approving 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$650,000 from RM 620 Phase 2 (P235) to Pearson Ranch Road Extension (P221) of \$350,000 and Forest North (P225) of \$300,000. Also, move \$3,000,000 from Southwest Bypass (P243) to Georgetown ILA Southwest Bypass Phase I (P453) and \$50,000 from 2013 Road Non-Departmental (P290) to Bagdad Road @ CR 278 (P438).
21. Discuss and take appropriate action on Williamson County North Campus Project, P324, Change Order #21 from Vaughn Construction in the amount of \$10,364.00 for utility adjustments due to elevation changes of drainage structures. This change order is being funded out of the Construction Managers Contingency.
22. Discuss and take appropriate action on Williamson County North Campus Project, P324, Change Order #22 from Vaughn Construction in the amount of \$6,461.00 per direction from ASI # 21 to install additional conduits and other material changes. This change order is being funded out of the Construction Managers Contingency.
23. Discuss and take appropriate action on Williamson County North Campus Project, P324, Change Order #24 from Vaughn Construction in the amount of \$33,906.00 for changes in the scope of work to existing utilities due to the installation of new drainage components. This change order is being funded out of the Construction Managers Contingency.
24. Discuss, consider and take appropriate action on a Real Estate Contract with Brandy and Steve H. Jones for a trail easement on the Brushy Creek Regional Trail project (Parcel 1).
25. Discuss, consider, and take appropriate action on nominations to the Williamson Central Appraisal District Board of Directors.
26. Discuss, consider and take appropriate action on setting a Public Hearing regarding the creation and authorization of a Williamson County Local Provider Participation Fund pursuant to Chapter 292B of the Texas Health & Safety Code, adoption of Williamson County Health Care Participation Program Rules and Procedures governing the operations of a Local Provider Participation Program and the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2018 and how the revenue derived from those payments may be spent.
27. Discuss, consider and take appropriate action concerning a Letter of Agreement with the Office of Court Administration regarding long distance services for the IV-D Court.
28. Discuss, consider, and take appropriate action regarding approval of termination of agreement with Western Union
29. Discuss, consider and take appropriate action regarding Taser 60 Lease Agreement for Constable Precinct 4 and authorize County Judge to sign all related documentation.
30. Discuss, consider, and take appropriate action on awarding RFP# 1707-176, Interpretive Center Planning & Exhibit Design for the River Ranch County Park to Erin McClelland Museum Services and authorizing execution of the service contract.
31. Discuss, consider, and take appropriate action on awarding IFB # 1708-188 for Emulsions to the lowest and best bidders Ergon Asphalt, P2 Emulsions and Wright Asphalt.

32. Discuss, consider, and take appropriate action on authorizing the annual agreement for the Microsoft Premier Support Services per DIR contract DIR-TSO-3781, for the term of November 1, 2017 - October 31, 2018 with Microsoft Corporation in the amount of \$45,536.
33. Discuss, consider and take appropriate action on approving the agreement between Heart of Texas Landscape & Irrigation and Williamson County for Landscaping Services for the Sheriff's Office Firing Range in Hutto.
34. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's office from State Judiciary Apportionment Funds:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	\$7,500.00

35. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's office from State Judiciary Apportionment Funds:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	\$6,197.30
	0100.0440.002010	FICA	\$474.12
	0100.0440.002020	Retirement	\$828.58

36. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the County Attorney's Office to pay state legislative supplements:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335601	Co Atty Salary Supplement	\$70,000.00

37. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge expenditures for the County Attorney's Office. This expenditure is paid by State Legislative Supplement dollars:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0475.001927	Co Atty Legislative Supplement	\$4,198.50
	0100.0475.002010	FICA	\$321.19
	0100.0475.002020	Retirement	\$580.48
	0100.0475.004902	Co Atty Legislative Supplement	\$64,899.83

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

38. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
- a) Business prospect(s) that may locate or expand within Williamson County.
 - b) Discuss Pearson Road District.
 - c) Discuss North Woods Road District.
 - d) Project Columbus Balbo
 - e) Mega Site
 - f) Texas State Gold Depository
 - g) Project New World
 - h) Coop District Development
 - i) Project Amazon
39. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
- A. Real Estate Owned by Third Parties
- 1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
 - a) Discuss the acquisition of real property for right-of-way for N. Mays St. Extension
 - b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
 - c) Discuss the acquisition of real property for CR 176 at RM 2243
 - d) Discuss the acquisition of real property with endangered species for mitigation purposes.
 - e) Discuss the acquisition of real property: CR 101
 - f) Discuss the acquisition of real property: CR 111
 - g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
 - h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
 - i) Discuss the acquisition of real property for County Facilities.
 - j) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
 - k) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
 - l) Discuss the acquisition of a drainage easement for CR 108.
 - m) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
 - n) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.
 - o) Discuss the acquisition of real property for Seward Junction SE Loop.
 - p) Discuss the acquisition of real property for US 183.
 - q) Discuss the acquisition of real property for Hairy Man Rd.
 - r) Discuss the acquisition of real property for SW Bypass.
 - s) Discuss the acquisition of real property for Crossroad Acres.
 - t) Discuss proposed acquisition of real property on CR 138.
 - u) Discuss proposed acquisition of real property at Highland Springs Lane.
 - v) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - w) Discuss Cedar Hollow low water crossings and Lost River.
 - x) Discuss the acquisition of real property- Condra Funeral Home- Taylor, Texas
 - y) Discuss the acquisition of real property- S&D Plumbing- Taylor, Texas
 - z) Discuss the acquisition of Real Estate for Tower Site.
- B. Property or Real Estate owned by Williamson County
- 1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the

County

- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss possible sale of 183 A excess right of way
- c) Discuss proposed sale of real estate of Blue Springs Blvd
- d) Discuss transfer of right of way for Westinghouse Rd. to the City of Georgetown.
- e) Discuss wastewater easements in Berry Springs Park
- f) Discuss Development Agreement with Ashby Capital Investments, LLC
- g) Discuss sale of County property on Ronald Reagan Blvd.
- h) Discuss abandonment of County property on CR 123.
- i) Discuss possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas
- j) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- k) Discuss possible sale/disposition of a portion of CR 117.
- l) Discuss possible sale or exchange of property to LCRA.
- m) Discuss sale of property adjacent to Blue Springs Boulevard, Georgetown, Texas.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

- 40.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

- a) Litigation or claims or potential litigation or claims against the County or by the County
- b) Status Update-Pending Cases or Claims;
- c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
- d) Employee/personnel related matters
- e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
- g) County Road 241 utility and Right-of-Way Issues and matters;
- h) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
- i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
- j) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
- k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- l) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
- m) Berry Springs Park and Preserve pipeline
- n) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
- o) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
- p) Tax Increment Financing Agreement between Williamson County and the City of Hutto with respect to a proposed tax increment reinvestment zone (TIRZ) in Hutto, Teaxas.

- 41.** Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

- 42.** Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

- 43.** Discuss and take appropriate action concerning economic development.
- 44.** Discuss and take appropriate action concerning real estate.
- 45.** Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - d) Employee/personnel related matters
 - e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
 - g) County Road 241 utility and Right-of-Way Issues and matters;
 - h) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
 - i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
 - j) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
 - k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - l) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - m) Berry Springs Park and Preserve pipeline
 - n) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
 - o) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
 - p) Tax Increment Financing Agreement between Williamson County and the City of Hutto with respect to a proposed tax increment reinvestment zone (TIRZ) in Hutto, Texas.
- 46.** Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.
- 47.** 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 _____, 2017 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**5.****Meeting Date:** 10/10/2017

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the County Attorney's Office.

Background

During the budget process we received an email from the CA's office clarifying the need for a total of \$5400 in the certification pay line item which included a new position. The position they were referring to was one in which they were hiring or back filling for FY 17. We misunderstood this to mean the \$5400 was inclusive of the certification pay needed to include the new position we were recommending for FY18. With that said, we did not give them enough funding in their certification pay line for FY18.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$875.45
To	0100-0475-001114	CA/Certification Pay	\$720.00
To	0100-0475-002010	CA/FICA	\$55.08
To	0100-0475-002020	CA/Retirement	\$100.37

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 10/04/2017

Reviewed By

Wendy Coco

Date

10/04/2017 08:10 AM

Started On: 10/03/2017 10:34 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 10/10/2017

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Budget Office.

Background

When we requested a new position it was not known at that time where they would office. Options included a potential cubicle configuration, building some walls to construct a makeshift office or utilizing "vault" space. We have since settled on utilizing vault space which significantly reduces any construction cost but increases furniture needs. This transfer will cover those additional needs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0491-004510	BO/Facility Repair	\$1,290.15
To	0100-0491-003005	BO/Office Furniture	\$1,290.15

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Date

10/05/2017 08:52 AM

Started On: 10/05/2017 08:09 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 10/10/2017

Compensation Items

Submitted For: Tara Raymore**Submitted By:** Kristy Sutton, Human Resources**Department:** Human Resources**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsComp Item

Form Review**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kristy Sutton

Final Approval Date: 10/05/2017

Reviewed By

Tammy Fennell

Wendy Coco

Date

10/05/2017 11:36 AM

10/05/2017 11:37 AM

Started On: 10/05/2017 09:54 AM

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Earliest Oracle Effective Date
Animal Services	1827	Vacant	\$31,836.44	\$33,083.71	\$1,247.27	3.92%	Increase vacant position salary from PCN 0193	10/6/2017
Animal Services	0193	12232	\$33,083.71	\$31,836.44	-\$1,247.27	-3.77%	Decrease position salary	10/6/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session**8.****Meeting Date:** 10/10/2017

Asset Auction 10/10/2017

Submitted By: Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (9) Fluorescent light fixtures and (100) Ballot Scanners (see attached lists) pursuant to Tx. Local Govt Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAsset Auction 1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Date

10/05/2017 10:11 AM

Started On: 10/05/2017 09:23 AM

Williamson County

Asset Status Change Form

Print Form

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

- ☐ TRANSFER bet ween county departments
☒ SALE at the earliest auction *
☐ TRADE-IN for new assets of similar type for the county
- ☐ DONATION to a non-county entity
☐ DESTRUCTION due to Public Health / Safety
☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
9	8' Fluorescent Light Fixtures	Lithonia Model TAF2 32 277 1/4 GEB HC		Working

Parties involved:

FROM (Transferor Department): Facilities

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

Gary Wilson

Print Name

Signature

Contact Person:

Robert Lubecker

Print Name

943-1625

Date 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: **RECEIVED**

Print Name

Print Name

SEP 25 2017

Signature

Date

Phone Number

**AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS**

* 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

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

- ☐ TRANSFER bet ween county departments
☒ SALE at the earliest auction *
☐ TRADE-IN for new assets of similar type for the county
- ☐ DONATION to a non-county entity
☐ DESTRUCTION due to Public Health / Safety
☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
100	M-100 Precinct Ballot Scanners	Please see attached list.		Working

Parties involved:

FROM (Transferor Department): ELECTIONS

Transferor - Elected Official/Department Head/
Authorized Staff:

Chris Davis

Print Name



Signature

September 27, 2017

Date

Contact Person:

Chris Davis

Print Name

+1 (512) 943-1630

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

SEP 28 2017

Signature

Date

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

* 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 Elections--M100 Precinct Ballot Counters

Part # 76102B

Serial Numbers--Items 1-50

230373	230211
230092	230371
230375	229973
230333	230248
230262	230115
230189	230382
229676	230359
229755	230259
230403	230409
230278	230181
230395	230287
230013	229743
229790	230258
230064	230250
230320	230256
230388	230184
230405	229735
230374	229784
230203	230330
230380	230335
229997	230368
230401	230037
230255	230296
230095	230288
230004	230076

Serial Numbers--Items 51-100

229646	229771
230019	230017
230253	230246
230216	229779
230355	230301
230366	230295
229478	229691
230271	230280
230372	230319
230385	230260
230236	229982
229995	230268
230386	230265
230242	229692
230209	230412
230350	230269
230003	230179
230360	230234
230065	230410
230369	230404
230117	229734
230283	230337
230032	230243
230114	229519
230326	230300

Commissioners Court - Regular Session**9.****Meeting Date:** 10/10/2017

Asset Stolen 10/10/2017

Submitted By: Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the retirement from the county inventory of assets stolen (see attached list) per the recommendation of the County Auditor's Office.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAsset Stolen 1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Date

10/05/2017 11:27 AM

Started On: 10/05/2017 09:43 AM

Williamson County

Asset Status Change Form

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

☐ TRANSFER bet ween county departments

☐ DONATION to a non-county entity

☐ SALE at the earliest auction *

☐ DESTRUCTION due to Public Health / Safety

☐ TRADE-IN for new assets of similar type for the county

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Motorola XTS 5000 Radio	721CGF2649		
	Above item was stolen on 8/27/13 in Buda Tx.			
	Police report was filed. Suspects were identified but were enroute			
	to Mexico. City of Austin was notified to turn off radio.			

Parties involved:

FROM (Transferor Department): EMS

Transferor - Elected Official/Department Head/
Authorized Staff:

Mike Knipstein

Print Name



Signature

September 25, 2017

Date

Contact Person:

Mike Knipstein

Print Name

+1 (512) 943-1264

Phone Number

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

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

Contact Person:

RECEIVED

Print Name

Print Name

SEP 25 2017

Signature

Date

Phone Number

**AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS**

* 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 _____

Commissioners Court - Regular Session**10.****Meeting Date:** 10/10/2017

Vehicle Reimbursement Agreement for Austin White Lime Co for County Sheriff

Submitted For: Robert Chody**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Austin White Lime Company (Plant property on McNeil Rd.)

Background

This agreement gives permission for Austin White Lime Company to contract Williamson County Sheriff Deputies in a private capacity.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAustin White Lime Company

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Date

10/05/2017 11:27 AM

Started On: 10/05/2017 10:53 AM

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***
2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the **October 1,** 20**17** and shall terminate on September 30, 20**18**. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY 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.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: **Austin White Lime Company**

Signature: *Sue Ritter*

Printed Name: **Sue Ritter**

Title: **HR/Risk Manager**

Date: 9-26, 20 17

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: *Sheriff*

Printed Name of Official: *Robert Chody*

Signature of Official: *R-9*

Date: 10-3-17, 20 17

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session**11.****Meeting Date:** 10/10/2017

Vehicle Reimbursement Agreement for St. Richard's Episcopal Church for County Sheriff

Submitted For: Robert Chody**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with St. Richard's Episcopal Church (Traffic control and security at Church's fall festival).

Background

This agreement gives permission for St. Richard's Episcopal Church to contract Williamson County Sheriff Deputies in a private capacity.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSt. Richard's Episcopal Church

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Date

10/05/2017 11:27 AM

Started On: 09/29/2017 05:08 PM

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1, 2017 and shall terminate on September 30, 2018. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY 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.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: St. Richard's Episcopal Church

Signature: Lea Moore

Printed Name: Lea Moore

Title: Parish Administrator

Date: September 26, 2017

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: [Signature]

Date: 10-4-17, 2017

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session**12.****Meeting Date:** 10/10/2017

North Campus Facility P324 - Change Order 25

Submitted By: Gina Wrehsnig, Infrastructure**Department:** Infrastructure**Division:** Building Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County North Campus Project; Change Order #25 in the amount of \$8,854.00 for modification to the roof design at Building B to allow for proper tie-in to existing structure per ASI (Architect Supplemental Instruction) # 16, which was executed by Dwayne Gossett, Williamson County Facilities Project Manager, pursuant to the previous grant of authority under Section 262.031 of the Local Government Code. This change order is being funded out of the Construction Managers Contingency.

Background

On September 6, 2016, the Williamson County Commissioners Court granted Dwayne Gossett, Williamson County Facilities Project Manager, with general authority to approve change orders for the Agreement for Construction Services with J. T. Vaughn Construction, LLC in relation to the Williamson County North Campus Project for any increase in costs up to a total maximum amount of \$30,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[NCF Change Order 25](#)[NCF CO25 Funds](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Date

10/05/2017 08:52 AM

Started On: 10/05/2017 07:58 AM



3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

August 25, 2017

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities

Job No: 233901

Subj: Change Proposal No. 233901-0025

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Revisions to Building b Roof Framing Per ASI 16 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in dark ink, appearing to read "DBoram", written over a horizontal line.

Doug Boram

Attachments:

CC:

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0025

QUOTATION :

Item	Labor	Materials	Subs	Total
Revisions to Building b Roof Framing Per ASI 16	\$0.00	\$0.00	\$8,854.00	\$8,854.00
To Be Funded by CM Contingency	\$0.00	\$(8,854.00)	\$0.00	\$(8,854.00)

Totals	\$0.00	\$(8,854.00)	\$8,854.00	\$0.00
Insurance, Tax, Benefits on Labor				\$0.00
Overhead				\$0.00
Fee on Subs				\$0.00
Fee on JTV				\$0.00
Bond				\$0.00
Remodel Tax				\$0.00
TOTAL				\$0.00

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 8/25/2017

Accepted

VAUGHN CONSTRUCTION

By: Alvin R. Jones

Date 9-28-2017

By: Doug Boram

Proposal Valid for 10 Days

[Handwritten signature]

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,772	\$1,896,522	\$625,467	\$21,530,927	\$21,530,927
1	OCO	0	0	\$3,659	\$0	(\$3,659)	\$0	\$0	\$0	\$21,530,927
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0	\$0	\$0	\$21,530,927
3	OCO	0	0	\$1,727	\$0	(\$1,727)	\$0	\$0	\$0	\$21,530,927
4	OCO	0	0	\$19,494	\$0	(\$19,494)	\$0	\$0	\$0	\$21,530,927
5	OCO	0	0	\$19,676	(\$19,676)	\$0	\$0	\$0	\$0	\$21,530,927
6	OCO	0	0	\$14,465	(\$14,465)	\$0	\$0	\$0	\$0	\$21,530,927
7	OCO	0	0	\$2,237	\$0	(\$2,237)	\$0	\$0	\$0	\$21,530,927
8	OCO	0	0	\$3,450	\$0	(\$3,450)	\$0	\$0	\$0	\$21,530,927
9	OCO	0	0	\$832	\$0	(\$832)	\$0	\$0	\$0	\$21,530,927
10	OCO	0	0	\$285	\$0	(\$285)	\$0	\$0	\$0	\$21,530,927
11	OCO	0	0	\$22,415	\$0	(\$22,415)	\$0	\$0	\$0	\$21,530,927
12	OCO	0	0	\$11,221	\$0	(\$11,221)	\$0	\$0	\$0	\$21,530,927
13	OCO	0	0	(\$5,000)	\$0	\$5,000	\$0	\$0	\$0	\$21,530,927
14	OCO	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
15	OCO	0	0	\$79,584	\$0	(\$79,584)	\$0	\$0	\$0	\$21,530,927
16	OCO	0	0	\$9,930	\$0	(\$9,930)	\$0	\$0	\$0	\$21,530,927
17	OCO	0	-	\$2,450	(\$2,450)	\$0	\$0	\$0	\$0	\$21,530,927
18	OCO	0	-	\$1,747	\$0	(\$1,747)	\$0	\$0	\$0	\$21,530,927
19	OCO	0	-	(\$1,763)	\$0	\$0	\$1,763	\$0	\$0	\$21,530,927
20	OCO	0	-	\$75,603	\$0	(\$75,675)	\$72	\$0	\$0	\$21,530,927
21	OCO	0	-	\$10,364	\$0	(\$10,364)	\$0	\$0	\$0	\$21,530,927
22	OCO	0	-	\$6,410	\$0	(\$6,461)	\$51	\$0	\$0	\$21,530,927
23	OCO	0	-	\$24,439	(\$24,439)	\$0	\$0	\$0	\$0	\$21,530,927
24	OCO	0	-	\$33,487	(\$33,906)	\$0	\$419	\$0	\$0	\$21,530,927
25	OCO	0	-	\$8,854	(\$8,854)	\$0	\$0	\$0	\$0	\$21,530,927
26		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
27		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
28		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
29		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
30		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
Current Amounts		10	10	\$18,555,147	\$302,981	\$48,505	\$1,898,827	\$625,467	\$21,530,927	\$21,530,927



2204 Forbes Drive
Suite 101
Austin, TX 78754
512.977.0390 t
512.977.0838 f
www.blgy.com

Williamson County – North Campus Facility

ASI # 16 – 6/14/2017

Modifications to building b structural steel.

See attached:

Revised Sheet Sb-2.02

GMF Construction of Texas, LLC

PO Box 6899
Lakeland, FL 33807
Phone: (863) 577-0210
Fax: (863) 644-7687

Request for Change Order

To: Vaughn Construction
152 Carrie Street
Houston, TX 77047
Project: Williamson County NCF

RFC No: 12
Date: 6/23/2017
Description: T& M Pricing Revisions to Buidling B Roof per ASI 16

Revisions to Roof framing at building B roof in accordance with ASI 16.
This pricing assumes use of all materials in place, and replacement of joist
is not required. If additional material is required to perform this work,
additional charges will apply at that time.

The above work is subject to the same conditions as specified in the original contract
unless otherwise stipulated.

Upon approval the sum of \$8,854.00 will be added to the contract price.

Original Contract	\$1,066,657.00
Other Approved Change Orders	\$89,236.00
Total Contract to Date	\$1,155,893.00
This Request	\$8,854.00
Other Pending Requests	\$13,143.00
Total Contract plus Pending RFCs	\$1,177,890.00

Authorized Signature: _____ Date: _____
GMF Construction of Texas, LLC

Authorized Signature: _____ Date: _____
Vaughn Construction

REQUEST FOR CHANGE

RFC #	12r1	DATE	8/23/2017
JOB NAME	Williamson County		
JOB NUMBER	16-1106		
BRIEF DESCRIPTION	Revisions to Buidling B Roof per ASI 16		
PHONE		DATE OF WORK	7/11/2017
FAX			

DESCRIPTION OF WORK:

Revisions to Roof framing at building B roof in accordance with AS1 16. This pricing assumes use of all materials in place, and replacement of joist is not required. If additional material is required to perform this work, additional charges will apply at that time.

[illegible]

TOTAL MATERIAL	\$	-
TOTAL SHOP LABOR	\$	-
TOTAL EQUIPMENT/CONSUMABLES	\$	-
TOTAL FIELD LABOR/SUBCONTRACT	\$	7,699.25
TAX (8.25% on taxable items)		
MARK-UP (15%)	\$	1,154.89
TOTAL	\$	8,854



**SOUTH TEXAS
ERECTORS, INC.**

172 Enterprise Parkway
Boerne, TX 78006

8/21/2017

TO: GMF Steel Group

FROM: Travis Hild
Vice President
Ph: (210) 492 - 4812
Fax: (210) 492 - 9482

SUBJECT: **ADDITIONAL WORK AUTHORIZATION 21716-4revised**

PROJECT: Williamson County

REFERENCE: Work associated with ASI #16(see attached FWA)

ITEM NO.	DESCRIPTION	AMOUNT
1	Labor:	
	Foreman (1) 6hrs @ \$72.50 Per Hr.	\$435.00
	Ironworkers (4) 13hrs@ \$67.50 Per Hr.	\$3,510.00
2	Equipment:	
	19' Scissor Lift (2) @ \$375.00 Per Day	\$750.00
	45' Booms Lift (2) @ \$425.00 Per Day	\$850.00
	6K Reach Forklift @ \$575 Per Day	\$1,150.00
Subtotal		\$6,695.00
15% OH & P		\$1,004.25
Total		\$7,699.25

GMF STEEL GROUP


SOUTH TEXAS ERECTORS

DATE

DATE



2854

FIELD WORK AUTHORIZATION

172 ENTERPRISE PKWY
BOERNE, TEXAS 78008
P:(210) 492-4812 F:(210) 492-9482

Date Issued:

7/11/17

Job Name / Number: Williamson Co. Camp 3
General Contractor: Vaughn Const
Job Superintendent: _____

Description:

ASI #16

LABOR	# Of Men	Regular Time		Over Time		Total
		Hours	Rate	Hours	Rate	
Foreman	1	13				
Ironworker	4					
						LABOR SUB-TOTAL
EQUIPMENT				Hours	Unit Cost	Total
Forklift						
Boom lift						
6000 lb. Reach Forklift						
40 Ton Hydraulic Crane w/operator						
200 Ton Crane w/operator						
300 Ton Crane w/operator						
Misc. Equipment						
						EQUIPMENT SUB-TOTAL
OTHER DESCRIPTION				# Units	Unit Cost	Total
						MATERIAL SUB-TOTAL
						FWA TOTAL

I hereby authorize South Texas Erectors, Inc. to provide labor, materials and equipment to complete the field work as instructed.

General Contractor Representative

Sign Name

Print Name

STUART BAKER

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324

Change Order #: 25

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				\$ 18,195,395.00	\$ 406,771.00	\$ 406,772.00	\$ -	\$ 1,896,522.00	\$ 625,467.00	\$ 21,530,927.00	\$ 21,530,927.00
1	03/28/17		0	\$ 3,659.00	\$ -	\$ (3,659.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
2	03/28/17		10	\$ 114,186.00	\$ -	\$ (114,186.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
3	05/02/17		0	\$ 1,727.00	\$ -	\$ (1,727.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
4	05/02/17		0	\$ 19,494.00	\$ -	\$ (19,494.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
5	05/30/17		0	\$ 19,676.00	\$ (19,676.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
6	05/30/17		0	\$ 14,465.00	\$ (14,465.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
7	05/30/17		0	\$ 2,237.00	\$ -	\$ (2,237.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
8	05/30/17		0	\$ 3,450.00	\$ -	\$ (3,450.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
9	06/27/17		0	\$ 832.00	\$ -	\$ (832.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
10	06/27/17		0	\$ 285.00	\$ -	\$ (285.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
11	06/27/17		0	\$ 22,415.00	\$ -	\$ (22,415.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
12	06/27/17		0	\$ 11,221.00	\$ -	\$ (11,221.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
13	06/27/17		0	\$ (5,000.00)	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
14			0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
15	06/27/17		0	\$ 79,584.00	\$ -	\$ (79,584.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
16	06/27/17		0	\$ 9,930.00	\$ -	\$ (9,930.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
17	09/12/17	A&E	0	\$ 2,450.00	\$ -	\$ -	\$ (2,450.00)	\$ -	\$ -	\$ -	\$ 21,530,927.00
18	09/12/17	A&E	0	\$ 1,747.00	\$ -	\$ (1,747.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
19	09/12/17	Owner	0	\$ 577,128.00	\$ -	\$ -	\$ (577,128.00)	\$ -	\$ -	\$ -	\$ 21,530,927.00
20	PENDING REVIEW										\$ 21,530,927.00
21	10/03/17	A&E	0	\$ 10,364.00	\$ (10,364.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
22	10/03/17	A&E	0	\$ 6,461.00	\$ (6,461.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
23	PENDING REVIEW										\$ 21,530,927.00
24	10/03/17	A&E	0	\$ 33,906.00	\$ (33,906.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
25	10/03/17	A&E	0	\$ 8,854.00	\$ (8,854.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
26											\$ 21,530,927.00
27											\$ 21,530,927.00
28											\$ 21,530,927.00
29											\$ 21,530,927.00
30											\$ 21,530,927.00
											\$ 21,530,927.00
			10	\$ 19,134,466.00	\$ 313,045.00	\$ 141,005.00	\$ (579,578.00)	\$ 1,896,522.00	\$ 625,467.00	\$ 21,530,927.00	\$ 21,530,927.00

Commissioners Court - Regular Session**13.****Meeting Date:** 10/10/2017

Survey and Mapping WA6 L20 relocation

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 6 in the amount of \$35,791.50 to expire November 30, 2017 under Williamson County contract for Surveying Services between Surveying and Mapping (SAM) LLC and Williamson County dated February 9, 2015 for Surveying Services - L20 relocation for the Tracy Chambers Lane extension for Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Survey and Mapping WA6 L20 relocation](#)

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 10/02/2017

Reviewed By

Hal Hawes

Wendy Coco

Date

09/28/2017 04:24 PM

10/02/2017 09:46 AM

Started On: 09/28/2017 03:21 PM

WORK AUTHORIZATION NO. 6

PROJECT: Surveying Services - L20 relocation for the Tracy Chambers Lane extension

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated February 9, 2015 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Surveying & Mapping (SAM) LLC (the "Surveyor").

RAY And

Part 1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$35,791.50.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on November 30, 2017. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

SURVEYOR:

Surveying & Mapping (SAM) LLC

And

By: 

Signature

COUNTY:

Williamson County, Texas

By: _____

Signature

PATRICK A. SMITH

Printed Name

Printed Name

VICE PRESIDENT

Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

- A. The County will provide the specification requirements for all surveys.
- B. The County will provide right of entries to access private properties for the Surveyor to stake the proposed gas line easements.
- C. The County will provide aluminum caps to be used as markers for the limits of the proposed gas line easements.

Attachment B - Services to be Provided by Surveyor

Surveying – Surveying And Mapping, LLC (Surveyor) – Surveying Tasks will include:

1. Project Control

I. The SURVEYOR will utilize the WDS network to establish horizontal and vertical control including a minimum of four (4) primary survey control points within the survey limits. The survey control points (5/8 inch iron rods with “SAM Control” plastic caps) will be set in locations that will likely be undisturbed by construction or County maintenance. The project control will be placed on horizontal and vertical datums [NAD83/93/NAVD88 values (Texas Coordinate System, Central Zone)], with a Surface Adjustment Factor to be provided by Williamson County. Elevations will be derived from GPS observations using Geoid 2012A model.

2. Right of Way Surveys (up to 5 Easement parcels)

I. Right of Entry – Williamson County will obtain written ROE from the landowners for the purpose of gaining access for survey along the proposed ATMOS gas line easements. The SURVEYOR will contact affected land owners, from which ROE has been obtained by others, prior to commencing any work on private property. The SURVEYOR anticipates that Williamson County will handle problems regarding any and all refusal to grant ROE or communication with land owners who are hostile with respect to the completion of this scope of services. The SURVEYOR will document any interactions with land owners while performing the work. Gaining ROE from all land owners in a timely manner will be critical to the success and efficiency in meeting deadlines for this project.

II. Records Research and Deed Study - Upon notice to proceed, the SURVEYOR will conduct research at the Williamson County Appraisal District to confirm property ownership for the up to five (5) affected properties (subject properties). Based upon the records obtained, the Surveyor will prepare a working drawing of the deeds and ROW information to be used for a preliminary basemap. This basemap will be utilized in the preparation of the easement surveys.

III. Field Surveys - The SURVEYOR will recover monuments marking the existing ROW lines (if any) and the front corners of the properties from which ROW is to be obtained and will tie the monumentation found to the project control. The SURVEYOR will recover the corner or angle point monuments nearest to the proposed ROW on the side line of each of the subject properties and these corners will be tied to the project control.

IV. Boundary Analysis - Utilizing the deed study and the data obtained from the field survey, the SURVEYOR will analyze the results of the survey and perform computations to determine locations of ROW lines and the side property lines of each of the subject properties.

V. Prepare Easement Descriptions (5 Gas Line Easements)

- a) The Surveyor will develop a base file showing ownership of the subject properties and any easements found during the title abstract, if any. Properties adjacent to the existing right of way and proposed easement within the project limits will be labeled with the owner's name and deed recording information.
- b) Utilizing the boundary surveys performed by the Surveyor and the proposed easement line locations provided by the County, the Surveyor will compute the boundaries of the easement parcels for each of the subject properties.
- c) The Surveyor will draft plats for the 5 easements. The plats will be prepared on 8 1/2" x 11" pages. A closure computation will be prepared for each of the plats.
- d) The Surveyor will prepare a field note (metes and bounds) description for each of the 5 easements. A closure computation will be prepared for each of the descriptions.
- e) To assure the accuracy of the documents, the Surveyor will read the descriptions while all details are compared to the easement plats (bearings, distances, stations and offsets, deed references, etc.). Final mark-ups will be made and corrections completed.
- f) All of the above described survey documents will be submitted to the County for review. Upon the completion of review of all easement documents, the Surveyor will make any necessary corrections. The final easement documents will then be delivered to the County.

VI. Monumentation - The Surveyor shall monument the proposed gas line easements, using 5/8-inch iron rods with aluminum caps stamped "Williamson County ROW" (assume 60 total).

VII. Deliverables

- a. Three legal description for each easement (signed and sealed)
- b. Three individual survey plat on 8 1/2" x 11" paper for each easement (signed and sealed)
- c. One set of area computation sheets for legal descriptions and plats
- d. Digital files on CD for ROW basemap and reference files

Attachment C - Work Schedule

1. Work will commence after execution of the work authorization.
2. Proposed easement limits will be staked as requested in writing by the County. Staking requests will be sent to the Surveyor a minimum of 48 hours prior to the staking being required for a particular easement.
3. It is assumed that all easements (total of 5) will be staked one time with a total of 5 visits (mobilizations) to complete the staking.
4. Work shall be completed by October 31, 2017. This schedule is based on a Notice to Proceed date of October 1, 2017.

Attachment D - Fee Schedule

See attached.

**Attachment D- FEE SCHEDULE
TIME AND MATERIALS PAYMENT BASIS**

Project: Williamson County Atmos Gas Line Easements
Limits: West of Hutto Road to 130' South of SE Inner Loop
Client: Williamson County, Texas
Date: September 25, 2017
Proposal No: 1017041214

TASK DESCRIPTION	PROJECT MANAGER	STAFF SURVEYOR	SURVEY TECHNICIAN	TECHNICIAN	PERSON SURVEY FIELD CREW	PERSON SURVEY FIELD CREW	COORDINATOR	SUPPORT	LABOR HRS & COSTS	Q/RS	PER SHEET
RIGHT-OF-WAY SURVEYING AND MAPPING											
1. ESTABLISH HORIZONTAL SURVEY CONTROL - UP TO 4 POINTS	8			8	12				\$2,400.00		
2. RIGHT OF ENTRY COORDINATION WITH WILLIAMSON COUNTY		1		1					\$120.00		
3. RECORDS RESEARCH	2	8	8	8					\$1,720.00		
4. DEED STUDY	2	8	8	8					\$1,720.00		
5. FIELD SURVEYS	1	1	6	8	88				\$4,120.00		
6. PREPARE EASEMENT FIELD NOTES AND PLATS - UP TO 3 EASEMENTS	8	8	20	88					\$7,280.00		
7. MODIFICATION (includes 88 total train miles)	1		8	8	28	18			\$11,016.00		
8. PREPARE FINAL DELIVERABLES	2	2	8	8				1	\$1,720.00		
									\$0.00		
									\$0.00		
									\$0.00		
									\$0.00		
SUB-TOTAL	18	24	82	79	122	18	3	1	\$33,816.00		
TOTAL LABOR COSTS	\$1,720.00	\$2,640.00	\$5,580.00	\$6,320.00	\$15,840.00	\$1,600.00	\$0.00	\$60.00			
SUBTOTAL											
OTHER DIRECT EXPENSES											
Storage provided at current rates (per)	900	\$0.54							\$481.50		
GPS Receiver	50	\$25.00							\$1,000.00		
SUBTOTAL DIRECT EXPENSES									\$1,481.50		
SUMMARY											
TOTAL COSTS									\$35,297.50		
ADDITIONAL OTHER DIRECT EXPENSES									\$1,981.50		
TOTAL SAM SURVEY									\$37,279.00		

Commissioners Court - Regular Session**14.****Meeting Date:** 10/10/2017

Alliance Transportation Group WA2 Long Range Transportation Plan

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$26,748.00 to expire December 30, 2017 under Williamson County contract for Engineering Services between Alliance Transportation Group and Williamson County dated October 19, 2016 for Engineering Services for Williamson County Long Range Transportation Plan for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Alliance WA2 Long Range Transportation Plan](#)

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 10/02/2017

Reviewed By

Hal Hawes

Wendy Coco

Date

09/28/2017 04:24 PM

10/02/2017 09:46 AM

Started On: 09/28/2017 03:40 PM

WORK AUTHORIZATION NO.2

PROJECT: Engineering Services for Williamson County Long Range Transportation Plan

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **October 19, 2016** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Transportation Group** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$26,748.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **December 30, 2017.** The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

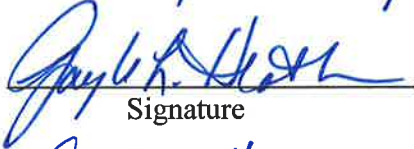
Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20 ____.

ENGINEER:

Alliance Transportation Group, Inc.

By: 
Signature

Gayle L. Heath
Printed Name

CEO
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and any requested data that is in the County's control.

Attachment B - Services to be Provided by Engineer

Overview

This work program builds upon the collaborative effort with the Alliance team serving as an extension of Williamson County staff to provide additional plan preparation and writing support. The following Scope of Work provides specific steps and major deliverables.

Scope of Work

Task 3 Travel Demand Modeling and Analysis

The following tasks are designed to measure and analyze the future performance of the Williamson County transportation system under a set of transportation scenarios defined by the County using the CAMPO TDM.

Task 3.2 Evaluation of Future Traffic Conditions

The CONSULTANT shall apply the CAMPO travel demand model (TDM) to develop a traffic forecast for three (3) build-out scenarios. These three (3) TDM scenarios shall support the development of the Long Range Transportation Plan. The scenarios shall include existing transportation projects as of September 1, 2016, as well as committed projects as listed in the 2013 Williamson County Bond Program construction letting list as well as projects identified for construction in the adopted (as of September 1, 2016) CAMPO Transportation Improvement Program.

Deliverables

- CAMPO TDM traffic forecasts for each of three (3) scenarios defined by the County

Attachment C - Work Schedule

The completed TDM scenarios are due by December 30, 2017.

Attachment D - Fee Schedule

Alliance Transportation Group

Labor/Staff/Classification	Contract Rate
Project Principal	\$ 250.00
Senior Project Manager	\$ 244.00
Senior Engineer	\$ 193.00
Project Engineer	\$ 144.00
Engineer-in-Training (EIT)	\$ 101.00
Senior Engineering Technician	\$ 133.00
Engineering Technician	\$ 90.00
Planning Director	\$ 230.00
Sr Travel Demand Modeler	\$ 182.00
Travel Demand Modeler III	\$ 137.00
Travel Demand Modeler II	\$ 117.00
Senior Planner	\$ 162.00
Planner II	\$ 125.00
Planner I	\$ 85.00
Project Administrator	\$ 104.00
Clerical	\$ 65.00

Total Project Cost by Task and Firm					
Tasks	Alliance	CTR	CD&P	Manhan	Total by Task
Task 1 Project Management and Communication	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 1.1 Project Management Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 1.2 Kickoff Meeting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 1.3 Ongoing Project Management and Administration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 2 Demographics	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 2.1 Assemble Data	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 2.2 Socioeconomic Build Out Scenarios	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 2.3 Land Use Scenarios	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 3 Travel Demand Modeling and Analysis	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 3.1 Mobility Measures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 3.2 Evaluation of Future Traffic Conditions	\$26,748.00	\$0.00	\$0.00	\$0.00	\$26,748.00
Task 3.3 Application of Dynamic Traffic Assignment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 4 Economic Analysis	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 4.1 Evaluation of Property Values	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 4.2 Evaluation of Potential Tax Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 4.3 Overall Plan Evaluation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 5 Graphic Support	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 5.1 Graphic Exhibits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 5.2 Document Design and Layout	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 6 Peer Review and Editing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 6.1 Technical Writing and Editing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 6.2 Peer Review	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 7 Coordination with the County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 7.1 Coordination with the County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$0.00
Total Labor Cost (labor, overhead, fee)	\$26,748.00	\$0.00	\$0.00	\$0.00	\$26,748.00
DIRECT EXPENSES*	unit	quantity	cost/unit	cost	
Mileage (state approved rate)	mile		\$ 0.540	\$ -	
Photocopies B/W (8 1/2" X 11")	each		\$ 0.10	\$ -	
Photocopies B/W (11" X 17")	each		\$ 0.20	\$ -	
Photocopies Color (8 1/2" X 11")	each		\$ 0.40	\$ -	
Photocopies Color (11" X 17")	each		\$ 0.80	\$ -	
Report (executive summary) Production	each		\$ 15.00	\$ -	
UBS stick with logo production	each		\$ 7.25	\$ -	
Remote hosting of demographic tools during project execution (not to exce	monthly		\$ 80.00	\$ -	
Report Production	each		\$ 30.00	\$ -	
Total Direct Costs*					\$0.00
Total Project Cost					\$26,748.00
<i>*Covers both Prime and Subcontractor reimbursable expenses</i>					

Commissioners Court - Regular Session**15.****Meeting Date:** 10/10/2017

Emergency Services Hurricane Harvey Response Recognition

Submitted By: Scott Parker, Emergency
Communications**Department:** Emergency Communications**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Recognize the excellent work and efforts of Emergency Services and other public safety agencies in support of the response to Hurricane Harvey.

Background

This brief presentation is to provide general information and recognition for the members of the different Emergency Services departments in their support of the response and recovery efforts related to Hurricane Harvey. We will provide a description of the team responsibilities, the number on the team, and which department(s) were involved.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Scott Parker

Final Approval Date: 10/04/2017

Reviewed By

Wendy Coco

Date

10/04/2017 03:37 PM

Started On: 09/20/2017 06:34 AM

Commissioners Court - Regular Session**16.****Meeting Date:** 10/10/2017

Introduce OWBC New Ex. Director

Submitted For: Valerie Covey**Submitted By:** Rachel Rull, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on recognizing and introducing Marco Cruz as the new Opportunities for Williamson and Burnet Counties Executive Director.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 10/02/2017

Reviewed By

Wendy Coco

Date

10/02/2017 09:47 AM

Started On: 09/29/2017 04:34 PM

Commissioners Court - Regular Session**17.****Meeting Date:** 10/10/2017

Justices of the Peace and Constables Association of Texas Presentation

Submitted For: Valerie Covey**Submitted By:** Rachel Rull, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on the Justices of the Peace and Constables Association of Texas presentation.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 10/02/2017

Reviewed By

Wendy Coco

Date

10/02/2017 09:47 AM

Started On: 09/29/2017 04:29 PM

Commissioners Court - Regular Session**18.****Meeting Date:** 10/10/2017

Discuss consider and take appropriate action on the Department of Infrastructure projects and issues update

Submitted For: Robert Daigh**Submitted By:** Lydia Linden, Infrastructure**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 09/19/2017

Reviewed By

Wendy Coco

Date

09/19/2017 03:04 PM

Started On: 09/18/2017 01:06 PM

Commissioners Court - Regular Session**19.****Meeting Date:** 10/10/2017

Rodriguez Transportation Group GT Inner Loop at WilCo Way Contract Amendment No. 3

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the Georgetown Inner Loop @ WilCo Way contract between Williamson County and Rodriguez Transportation Group, Inc. relating to the 2013 Road Bond Program.

Background

The \$50,000.00 increase in the contract cap is to allow for revised plan sheets based on the elimination of the driveway from the Animal Shelter to Inner Loop and adding a connection from the Animal Shelter parking lot to WilCo Way as well as elimination of a portion of the right turn lane on Inner Loop.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[GTInnerLoop@WilCoWay-ContractAmendment3-RTG](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Date

10/05/2017 08:52 AM

Started On: 10/04/2017 05:39 PM



CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

**WILLIAMSON COUNTY ROAD BOND PROJECT:
GEORGETOWN INNER LOOP @ WILCO WAY ("Project")**

THIS CONTRACT AMENDMENT NO. 3 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Rodriguez Transportation Group, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective September 18, 2014 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$800,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$800,000.00 to \$850,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: Mark E. Rodriguez
Signature

Mark E. Rodriguez
Printed Name

President
Title

10-02-2017
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

OK
M 10/3/2017

Commissioners Court - Regular Session**20.****Meeting Date:** 10/10/2017

2013 Road Bond Transfer

Submitted By: Emmeline Palma, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$650,000 from RM 620 Phase 2 (P235) to Pearson Ranch Road Extension (P221) of \$350,000 and Forest North (P225) of \$300,000. Also, move \$3,000,000 from Southwest Bypass (P243) to Georgetown ILA Southwest Bypass Phase I (P453) and \$50,000 from 2013 Road Non-Departmental (P290) to Bagdad Road @ CR 278 (P438).

Background

Fiscal Impact

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

Attachments[2013 Road Bond Transfer](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Emmeline Palma

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Date

10/05/2017 08:52 AM

Started On: 10/05/2017 07:38 AM

Memo

To: Emmeline Palma, Williamson County Auditor's Office
Cc: Tomika Lynce, Williamson County Auditor's Office
Jolene Crist, Williamson County Auditor's Office
From: Michael J. Weaver
Date: October 4, 2017
Re: 2013 Road Bond Budget Adjustments

The County is nearing completion of Pearson Ranch Road and is preparing to install the traffic signal at the Pearson Ranch Road & Neenah Blvd. intersection.

- Move \$350,000.00 from P-235 RM 620 Phase 2 to P-221 Pearson Ranch Road Extension

The County has entered into an Interlocal Agreement with the City of Georgetown regarding Phase 1 of the Southwest Bypass (I-35 thru the Barnes Tract). Construction bids have been approved triggering the first payment to the City.

- Move \$3,000,000.00 from P-243 Southwest Bypass to P-453 Georgetown ILA Southwest Bypass Phase 1

Please also make the following budget adjustments for the 2013 Road Bond projects:

- Move \$300,000.00 from P-235 RM 620 Phase 2 to P-225 Forest North
- Move \$50,000.00 from P-290 2013 Unallocated to P-438 Bagdad Rd.
@ CR 278

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session**21.****Meeting Date:** 10/10/2017

North Campus Facility P324 - Change Order 21

Submitted By: Gina Wrehsnig, Infrastructure**Department:** Infrastructure**Division:** Building Maintenance**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on Williamson County North Campus Project, P324, Change Order #21 from Vaughn Construction in the amount of \$10,364.00 for utility adjustments due to elevation changes of drainage structures. This change order is being funded out of the Construction Managers Contingency.

Background

Change order for removing, lowering and replacing the existing irrigation mainline, including a new main valve, double-check valve, wires and other components serving the Central Maintenance Facility building due to the depth required by the new drainage ditch being installed for surface water drainage from the North Campus Facility.

Fiscal Impact

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

Attachments[NCF Change Order 21](#)[NCF CO21 Funds](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Date

10/05/2017 08:52 AM

Started On: 10/05/2017 07:46 AM



3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

October 04, 2017

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0021

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Irrigation Repairs by Ditch D8 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION


Doug Boram

Attachments: Form B

CC:

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0021

QUOTATION :

Item	Labor	Materials	Subs	Total
Irrigation Repairs by Ditch D8	\$0.00	\$0.00	\$10,364.00	\$10,364.00
To be Funded by CM Contingency	\$0.00	\$(10,364.00)	\$0.00	\$(10,364.00)

Totals	\$0.00	\$(10,364.00)	\$10,364.00	\$0.00
--------	--------	---------------	-------------	--------

Insurance, Tax, Benefits on Labor	\$0.00
-----------------------------------	--------

Overhead	\$0.00
----------	--------

Fee on Subs	\$0.00
-------------	--------

Fee on JTV	\$0.00
------------	--------

Bond	\$0.00
------	--------

Remodel Tax	\$0.00
-------------	--------

TOTAL	\$0.00
-------	--------

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 10/4/2017

Accepted

VAUGHN CONSTRUCTION

By: _____

By: 
Doug Boram

Date _____

Proposal Valid for 10 Days

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,772	\$1,896,522		\$625,467	\$21,530,927	\$21,530,927
1	OCO	0	0	\$3,659	\$0	(\$3,659)	\$0		\$0	\$0	\$21,530,927
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0		\$0	\$0	\$21,530,927
3	OCO	0	0	\$1,727	\$0	(\$1,727)	\$0		\$0	\$0	\$21,530,927
4	OCO	0	0	\$19,494	\$0	(\$19,494)	\$0		\$0	\$0	\$21,530,927
5	OCO	0	0	\$19,676	(\$19,676)	\$0	\$0		\$0	\$0	\$21,530,927
6	OCO	0	0	\$14,465	(\$14,465)	\$0	\$0		\$0	\$0	\$21,530,927
7	OCO	0	0	\$2,237	\$0	(\$2,237)	\$0		\$0	\$0	\$21,530,927
8	OCO	0	0	\$3,450	\$0	(\$3,450)	\$0		\$0	\$0	\$21,530,927
9	OCO	0	0	\$832	\$0	(\$832)	\$0		\$0	\$0	\$21,530,927
10	OCO	0	0	\$285	\$0	(\$285)	\$0		\$0	\$0	\$21,530,927
11	OCO	0	0	\$22,415	\$0	(\$22,415)	\$0		\$0	\$0	\$21,530,927
12	OCO	0	0	\$11,221	\$0	(\$11,221)	\$0		\$0	\$0	\$21,530,927
13	OCO	0	0	(\$5,000)	\$0	\$5,000	\$0		\$0	\$0	\$21,530,927
14	OCO	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
15	OCO	0	0	\$79,584	\$0	(\$79,584)	\$0		\$0	\$0	\$21,530,927
16	OCO	0	0	\$9,930	\$0	(\$9,930)	\$0		\$0	\$0	\$21,530,927
17	OCO	0	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
18	OCO	0	-	\$1,747	(\$1,747)	\$0	\$0		\$0	\$0	\$21,530,927
19	OCO	0	-	(\$1,763)	\$0	\$0	\$1,763		\$0	\$0	\$21,530,927
20	OCO	0	-	\$75,603	\$0	(\$75,675)	\$72		\$0	\$0	\$21,530,927
21	OCO	0	-	\$10,364	(\$10,364)	\$0	\$0		\$0	\$0	\$21,530,927
22	OCO	0	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
23	OCO	0	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
24	OCO	0	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
25	OCO	0	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
26	OCO	0	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
27	OCO	0	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
28	OCO	0	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
29		-	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
30		-	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
Current Amounts		10	10	\$18,579,507	\$360,519	\$67,077	\$1,898,357		\$625,467	\$21,530,927	\$21,530,927

RED & WHITE GREENERY, INC.

P.O. BOX 126

GEORGETOWN, TX 78627

Estimate

Date	Estimate #
7/12/2017	961648

Name / Address
Wilco. North Campus Williamson County 3151 SE Innerloop Georgetown, TX 78626

Project
Irrig Repairs

Description	Qty	Unit of Measurement	Subtotal
1.5" Class 200 PVC	700	lf	
4" Sch 40 Sleeve	40	lf	
2" Rainbird PEB Valve	1	ea	
12" Valve Box	6	ea	
10" Valve Box	3	ea	
14 Gauge Red Wire	3,000	lf	
14 Gauge White Wire	1,000	lf	
Wire Connectors	25	ea	
2" Y-Strainer	1	ea	
Backflow Certification	1	ea	
Glue and Primer	1	ea	
Miscellaneous Fittings	1	ea	
Wire Locator	1	day	
Trencher	1	day	
Jumping Jack	1	day	
1 Ton Roller	1	day	
Mini-Excavator	1	day	
Labor	1	ls	
SUBTOTAL			\$9,591.72
2" Doublecheck Backflow	1	ea	
Miscellaneous Fittings	1	ea	
Labor	1	ls	
SUBTOTAL			\$772.31
Subtotal			\$10,364.03
Phone #	Fax #	Web Site	Sales Tax (8.25%) \$0.00
512-930-4707	512-869-2521	www.rwgreenery.com	Total \$10,364.03

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324

Change Order #: 21

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				\$ 18,195,395.00	\$ 406,771.00	\$ 406,772.00	\$ -	\$ 1,896,522.00	\$ 625,467.00	\$ 21,530,927.00	\$ 21,530,927.00
1	03/28/17		0	\$ 3,659.00	\$ -	\$ (3,659.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
2	03/28/17		10	\$ 114,186.00	\$ -	\$ (114,186.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
3	05/02/17		0	\$ 1,727.00	\$ -	\$ (1,727.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
4	05/02/17		0	\$ 19,494.00	\$ -	\$ (19,494.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
5	05/30/17		0	\$ 19,676.00	\$ (19,676.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
6	05/30/17		0	\$ 14,465.00	\$ (14,465.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
7	05/30/17		0	\$ 2,237.00	\$ -	\$ (2,237.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
8	05/30/17		0	\$ 3,450.00	\$ -	\$ (3,450.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
9	06/27/17		0	\$ 832.00	\$ -	\$ (832.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
10	06/27/17		0	\$ 285.00	\$ -	\$ (285.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
11	06/27/17		0	\$ 22,415.00	\$ -	\$ (22,415.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
12	06/27/17		0	\$ 11,221.00	\$ -	\$ (11,221.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
13	06/27/17		0	\$ (5,000.00)	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
14			0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
15	06/27/17		0	\$ 79,584.00	\$ -	\$ (79,584.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
16	06/27/17		0	\$ 9,930.00	\$ -	\$ (9,930.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
17	09/12/17	A&E	0	\$ 2,450.00	\$ -	\$ -	\$ (2,450.00)	\$ -	\$ -	\$ -	\$ 21,530,927.00
18	09/12/17	A&E	0	\$ 1,747.00	\$ -	\$ (1,747.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
19	09/12/17	Owner	0	\$ 577,128.00	\$ -	\$ -	\$ (577,128.00)	\$ -	\$ -	\$ -	\$ 21,530,927.00
20	PENDING REVIEW										\$ 21,530,927.00
21	10/03/17	A&E	0	\$ 10,364.00	\$ (10,364.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
22											\$ 21,530,927.00
23											\$ 21,530,927.00
24											\$ 21,530,927.00
25											\$ 21,530,927.00
26											\$ 21,530,927.00
27											\$ 21,530,927.00
28											\$ 21,530,927.00
29											\$ 21,530,927.00
30											\$ 21,530,927.00
											\$ 21,530,927.00
			10	\$ 19,085,245.00	\$ 362,266.00	\$ 141,005.00	\$ (579,578.00)	\$ 1,896,522.00	\$ 625,467.00	\$ 21,530,927.00	\$ 21,530,927.00

Commissioners Court - Regular Session**22.****Meeting Date:** 10/10/2017

North Campus Facility P324 - Change Order 22

Submitted By: Gina Wrehsnig, Infrastructure**Department:** Infrastructure**Division:** Building Maintenance**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on Williamson County North Campus Project, P324, Change Order #22 from Vaughn Construction in the amount of \$6,461.00 per direction from ASI # 21 to install additional conduits and other material changes. This change order is being funded out of the Construction Managers Contingency.

Background

Change order for additional conduit at Building G, a material substitution at Building B parapet walls and flooring changes at Building H that were necessary to construct these items based on the original design intent of the project.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[NCF Change Order 22](#)[NCF CO22 Funds](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Date

10/05/2017 08:52 AM

Started On: 10/05/2017 07:48 AM



3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

August 08, 2017

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0022

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Bldg. g Conduit, Bldg. b Parapet Wall, & Bldg. h Flooring Per ASI #21 for the above referenced project.

Excluded:
Unseen Rock Excavation

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in black ink, appearing to read "Doug Boram", written over a horizontal line.

Doug Boram

Attachments:

CC:

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0022

QUOTATION :

Item	Labor	Materials	Subs	Total
Building g Conduit Per ASI 21	\$0.00	\$0.00	\$4,103.00	\$4,103.00
Building b Parapet Walls Per ASI 21	\$0.00	\$0.00	\$1,521.00	\$1,521.00
Building h Flooring Changes Per ASI 21	\$0.00	\$0.00	\$2,863.00	\$2,863.00
Building h Flooring Changes Per ASI 21	\$0.00	\$0.00	\$(2,077.00)	\$(2,077.00)
To Be Funded By CM Contingency	\$0.00	\$(6,461.00)	\$0.00	\$(6,461.00)
Subcontractor Default Insurance	\$0.00	\$51.00	\$0.00	\$51.00

Totals	\$0.00	\$(6,410.00)	\$6,410.00	\$0.00
	Insurance, Tax, Benefits on Labor			\$0.00
	Overhead			\$0.00
	Fee on Subs			\$0.00
	Fee on JTV			\$0.00
	Bond			\$0.00
	Remodel Tax			\$0.00
	TOTAL			\$0.00

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 10/4/2017

Accepted

VAUGHN CONSTRUCTION

By: _____

By: 
Doug Boram

Date _____

Proposal Valid for 10 Days

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown						GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Buyout Savings	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,772	\$1,896,522		\$625,467	\$21,530,927	\$21,530,927
1	OCO	0	0	\$3,659	\$0	(\$3,659)	\$0		\$0	\$0	\$21,530,927
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0		\$0	\$0	\$21,530,927
3	OCO	0	0	\$1,727	\$0	(\$1,727)	\$0		\$0	\$0	\$21,530,927
4	OCO	0	0	\$19,494	\$0	(\$19,494)	\$0		\$0	\$0	\$21,530,927
5	OCO	0	0	\$19,676	(\$19,676)	\$0	\$0		\$0	\$0	\$21,530,927
6	OCO	0	0	\$14,465	(\$14,465)	\$0	\$0		\$0	\$0	\$21,530,927
7	OCO	0	0	\$2,237	\$0	(\$2,237)	\$0		\$0	\$0	\$21,530,927
8	OCO	0	0	\$3,450	\$0	(\$3,450)	\$0		\$0	\$0	\$21,530,927
9	OCO	0	0	\$832	\$0	(\$832)	\$0		\$0	\$0	\$21,530,927
10	OCO	0	0	\$285	\$0	(\$285)	\$0		\$0	\$0	\$21,530,927
11	OCO	0	0	\$22,415	\$0	(\$22,415)	\$0		\$0	\$0	\$21,530,927
12	OCO	0	0	\$11,221	\$0	(\$11,221)	\$0		\$0	\$0	\$21,530,927
13	OCO	0	0	(\$5,000)	\$0	\$5,000	\$0		\$0	\$0	\$21,530,927
14	OCO	0	0	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
15	OCO	0	0	\$79,584	\$0	(\$79,584)	\$0		\$0	\$0	\$21,530,927
16	OCO	0	0	\$9,930	\$0	(\$9,930)	\$0		\$0	\$0	\$21,530,927
17	OCO	0	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
18	OCO	0	-	\$1,747	(\$1,747)	\$0	\$0		\$0	\$0	\$21,530,927
19	OCO	0	-	(\$1,763)	\$0	\$0	\$1,763		\$0	\$0	\$21,530,927
20	OCO	0	-	\$75,603	\$0	(\$75,675)	\$72		\$0	\$0	\$21,530,927
21	OCO	0	-	\$10,364	\$0	(\$10,364)	\$0		\$0	\$0	\$21,530,927
22	OCO	0	-	\$6,410	(\$6,461)	\$0	\$51		\$0	\$0	\$21,530,927
23	OCO	0	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
24	OCO	0	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
25	OCO	0	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
26	OCO	0	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
27	OCO	0	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
28	OCO	0	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
29		-	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
30		-	-	\$0	\$0	\$0	\$0		\$0	\$0	\$21,530,927
Current Amounts		10	10	\$18,585,917	\$364,422	\$56,713	\$1,898,408		\$625,467	\$21,530,927	\$21,530,927



8013 Exchange Drive, Suite 300
Austin, TX 78754
512.928.5655 Voice 512.928.5711 Fax
www.corporatefloors.com

Attention: TOM THIBEAUX

Salesperson: Dean Smart

Estimator: Dean Smart

Project Manager: Mica Martinez

Addendums Read:

Proposal

Install Date:

Plan Date:

Bid Date:

2/23/2017

Date:

7/31/2017

Time:

11:55 AM

Revision #:

Bid #:

34276

Bill To	Project
VAUGHN CONSTRUCTION AUSTIN 3920 NORTH IH 35 AUSTIN, TX 78751	WILLIAMSON COUNTY NORTH CAMPUS FACILITIES 2.2 3171 SE INNER LOOP GEORGETOWN, TX 78626
TOM THIBEAUX Phone: Cell: Pager: Fax:	Phone: Cell: Pager: Fax:

ASI 21 BLDG H REVISIONS

Line	Description	Extended:
1	ADD B-1 WALL BASE SUPPLIED AND INSTALLED - <u>JOHNSONITE®</u> WALL BASE (CB) VINYL-COVE-ROLLS 4"X1/8"X120' TBD TBD	\$282.00
2	ADD C-1 CARPET SUPPLIED AND INSTALLED - <u>SHAW COMMERCIAL CARPETS</u> MIRROR IMAGE - TILE TBD	\$790.05
3	ADD LVT VINYL - SUPPLIED AND INSTALLED - <u>KARNDEAN</u> OPUS COLLECTION TBD	\$2,669.44
4	DEDUCT C-1 CARPET SUPPLIED AND INSTALLED - <u>SHAW COMMERCIAL CARPETS</u> MIRROR IMAGE - TILE TBD	(\$238.00)
5	DEDUCT LVT VINYL - SUPPLIED AND INSTALLED - <u>KARNDEAN</u> OPUS COLLECTION TBD	(\$640.00)
TOTAL (THESE LINE ITEMS TAX EXEMPT) \$		2,863.49

NOTES

QUALIFICATIONS:

- This bid does not include tax on materials.
- **BID IS NOT TO BE SEPERATED .**
- Prep is included in line item; any additional will be \$55 each.
- Base is 4" cove color TBD at all locations with transitions to match at carpet to vct.
- Tile walls are qualified as Dal 4x4 group 1 over backer board by others per TCA W243 with standard grout.
- Tile floors are qualified as Dal 2x2 group 1 with no patterns installed per TCA F122 thinset over acceptable concrete by others with standard grout.
- **PLEASE NOTE WE SPECIFICALLY EXCLUDE 093001.3-B-1**
- LVT is qualified as Karndean in one color.
- Shaw carpet is qualified Mirror on base bid.
- RH moisture test will be done at direction of GC at \$75 each.
- This proposal includes patching of minor holes and cracks, but does not include the floating and leveling of rough and uneven concrete slabs.

EXCLUSIONS:

- This bid does not include demo of existing flooring or residual adhesives, sealed concrete, epoxy flooring, any work in stairs, moisture remediation or testing (given as alternate above), floor protection, shop drawings, sealing of finished ceramic walls or floors, epoxy grout, caulking, expansion materials, waxing of buffing of vinyl, taping of backer board, setting of any floor drains, leveling of any floors, waterproofing/antifracture membranes behind ceramic tile, out of sequence work, major floor prep and after hours or overtime labor, work week is figured as 5 – 8 hour days.

Corporate Floors will furnish, deliver, and install the above material in accordance with all transmitted plans, specifications and general conditions for the price listed on this document.

The price includes all applicable freight and taxes, unless otherwise noted.

GENERAL EXCLUSIONS (UNLESS SPECIFICALLY INCLUDED IN THIS DOCUMENT): excludes all demolition, repair or take-up of existing flooring; excludes vacuuming, damp mopping, buffing, waxing or floor protection; excludes floor floating, leveling or repair; excludes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes asbestos control/abatement; excludes attic stock of material beyond installation coverage; excludes work after hours and weekends and multiple phases; excludes any furniture/fixture movement; excludes any permits required by state(s) or local requirements; excludes any addenda beyond the base bid; disconnect/reconnect of any electrical or mechanical products; Hoisting – Elevators or, if elevators are not operable or unavailable, hoisting equipment is assumed to be provided by the General Contractor. If this equipment is not available or inoperable, then GC will be charged the lesser of the cost to rent such equipment or to manually haul materials up stairs on a Time and Material basis. Excludes correction of high fly ash content in slabs (greater than 20%), which may affect polishing.

SITE CONDITIONS: Per CRI-104 7.0, the owner or general contractor is responsible for providing an acceptable substrate for the specified installation as well as light, power, water and and HVAC enclosed space.

SCHEDULE ACCELERATION: If the schedule is accelerated beyond the plan at the time of pricing, additional charges may occur in order to accommodate extra staff and/or irregular hours.

REMOVAL OF EXISTING FLOORING: Additional charges may be assessed for difficult or mechanical removal of old flooring. In such cases, CF will discuss additional fee's prior to starting any additional work.

FLOOR PREPARATION: Substrate must meet manufacturer's requirement for flatness and levelness even if that standard is more demanding than what the concrete contractor's specifications call for. Any leveling or floating to meet these standards will result in additional charges and will be billed on a per bag basis at the following rates unless otherwise specified; \$55 per bag for general floor prep/feather finish and \$125 per bag for self leveler.

SLAB MOISTURE: Before installation, the owner or general contractor, or their designated testing agent, is required to submit to the flooring contractor a written report on the moisture and alkalinity conditions of the concrete substrates. Proper testing is essential for a successful installation and any deviation from industry accepted MVER, RH and pH test methods may result in an installation failure and will void manufacturer and installation warranties. If CF provides these tests, the cost are \$150 per test. In most cases CF has these tests completed by a third party. Under no circumstances can testing be completed and/or flooring installed until the site has been fully enclosed and under HVAC for a minimum of 72 hours.

AMBIENT RELATIVE HUMIDITY: Must be within manufacturer recommended values for certain products such as wood flooring prior to installation. Please refer to the National Wood Flooring Association Guidelines Chapter 1 Part 1 Section C, Chapter 2 Part 1 Sections A and B, in addition to the manufacturer's specifications for the specified product requirements.

PRODUCT STORAGE: Client is subject to payment for materials held more than 30 days prior to the start or 30 days subsequent to the last day of the job. Storage fee's are \$.25 per yard per month for rolled/sheet goods and \$100 per pallet/bin per month for all other material. Client is not subject to early storage if a result of our own ordering process.

WARRANTY: Corporate Floors will provide a two year workmanship warranty on most services. Warranty does not include any moisture related sub floor failures or product failures as they are subject to the respective manufacturer.

GENERAL TERMS: Corporate Floors, Inc. will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. Corporate Floors, Inc. is not responsible for any claims that might result from product delivery date changes beyond their control. If a manufacturer requires a deposit to manufacture/ship certain items, client will be responsible for pre-payment of said deposit. This proposal is valid for thirty (30) days. Full payment is due thirty (30) days from receipt of invoice unless otherwise specified.

Corporate Floors Inc - Austin Installation

VAUGHN CONSTRUCTION AUSTIN

Signed:

Accepted By:

Dean Smart

Anticipated Installation Start Date:

Standard Drywall, Inc.

3900 Drossett drice, Suite C Austin, Texas 78744

Change Order Proposal

TO: Doug Boram
Vaughn Construction
3920 North IH 35
Austin, Texas 78751
PHONE: 512-663-7461
FAX: -

DATE: July 27, 2017
JOB NAME: North Campus facilities
JOB NUMBER: TX6262 -10

Description: Remove gypsum sheathing at roof side of parapet Bldg. b and replace with 3/4" CDX plywood.

DETAILS OF WORK

Quantity

Unit Cost

Total

Materials

see attached

1	\$	526.98	\$	526.98
0	\$	-	\$	-
0	\$	-	\$	-
0	\$	-	\$	-
0	\$	-	\$	-

Labor

see attached

1	\$	828.24	\$	828.24
0	\$	-	\$	-
0	\$	-	\$	-
0	\$	-	\$	-

Subtotal	\$	1,355.22
OH&P 10%	\$	135.52
Bond 2%	\$	29.81

TOTAL AMOUNT OF CHANGE: **\$ 1,521**

ADDITIONAL DAYS REQUESTED: _____

QUALIFICATIONS: _____

ACCEPTED BY: _____

SUBMITTED BY: _____

Doug Boram

Date

Trent Patteson

July 27, 2017
Date

Standard Drywall, Inc.
3900 Drossett Drive, Austin, Texas 78744
Phone: 512-651-5096 Fax: 512-651-5133

Job Cost Summary

Williamson County N Camp Facility

Plywood sheathing at parapet Bldg. b

Bid No. 18

Selected Sections: 01241 Demolition, 06100 Rough Carpentry

Selected Typical Areas:

Selected Areas: (unassigned), D, F, E, B, A, G, H (LEVEL 1, LEVEL 2, ROOF), J

Estimator:

Job Class:

Wage Type: **Union**

Job Site: WILCO N Campus Facility, 3189 S.E. Inner Loop, Georgetown, Texas 78626

Job Status:

Bid Date/Time: **8/23/2016 2:00:00 PM**

Plans Date: **8/15/2016**

Material Cost Code	Description	Quantity	Unit Cost	Amount
600	all material	651.70 SF	0.79	515.25
608	Fasteners & Trim	682.73 EA	0.02	11.73
Material Totals				526.98

Labor Cost Code	Description	Quantity	Unit Cost	Amount	Crew Hours	Man Hours	Prod/ Hour
164	Backing	620.67 SF	0.79	491.36	6.47	12.93	48.00
184	Demolition	310.33 SF	0.73	228.00	3.00	6.00	51.72
501	Supervision			59.74	1.42	1.42	0.00
507	Cleanup			34.40	0.91	0.91	0.00
508	Stocking			14.74	0.39	0.39	0.00
Labor Totals				828.24	12.18	21.65	
Grand Total				1,355.22			



K&M ARCHITECTURE
ANCHORAGE, ALASKA
2025 MARKET ST. #200
ANCHORAGE, AK 99501
907.561.1111



DAVID M. SMITH
MECHANICAL ENGINEER
STATE OF ALASKA
LICENSE NO. 10000
10000 MARKET ST. #200
ANCHORAGE, AK 99501
907.561.1111

DATE: 1/14/2019
BY: DMS
CHECKED BY: DMS
PROJECT NO.: 19-001

PROJECT NAME: NORTH CAMPUS FACILITY
3151 SE INNER LOOP
WILLIAMSON COUNTY
ALASKA

ARCHITECT: K&M ARCHITECTURE
10000 MARKET ST. #200
ANCHORAGE, AK 99501
907.561.1111

MECHANICAL ENGINEER: DAVID M. SMITH
10000 MARKET ST. #200
ANCHORAGE, AK 99501
907.561.1111

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907.561.1111

NORTH CAMPUS FACILITY

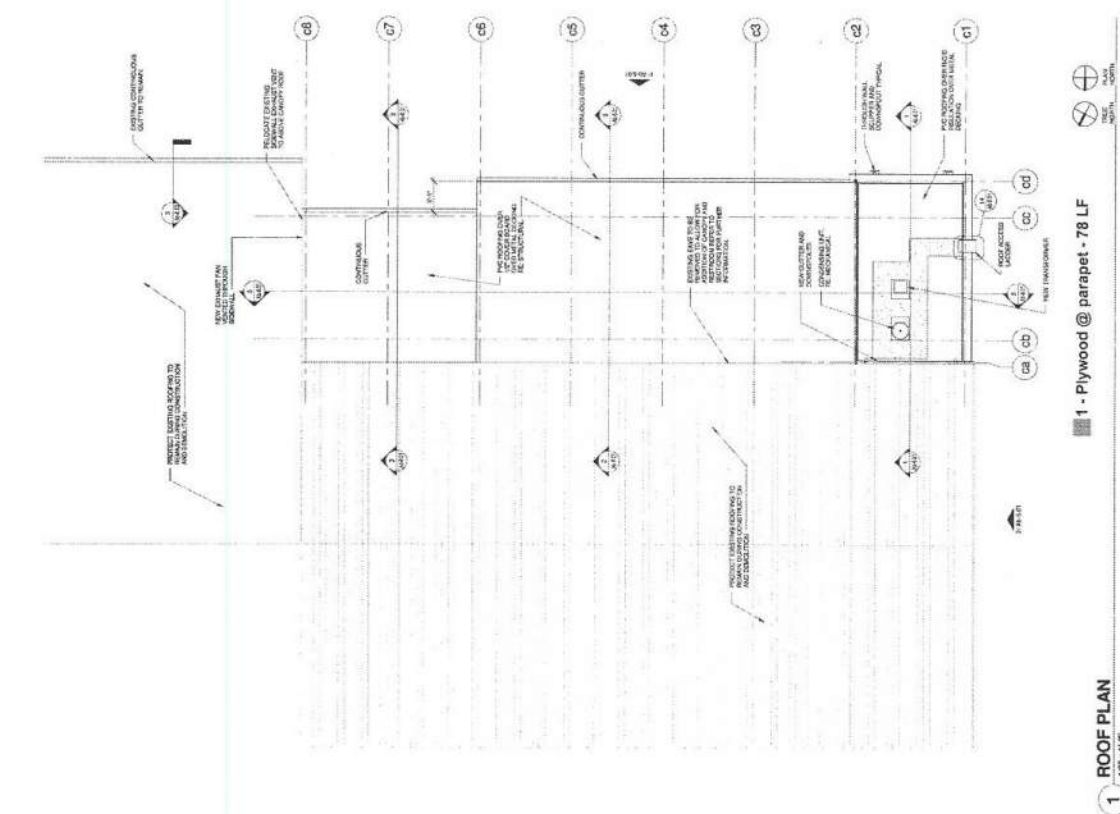
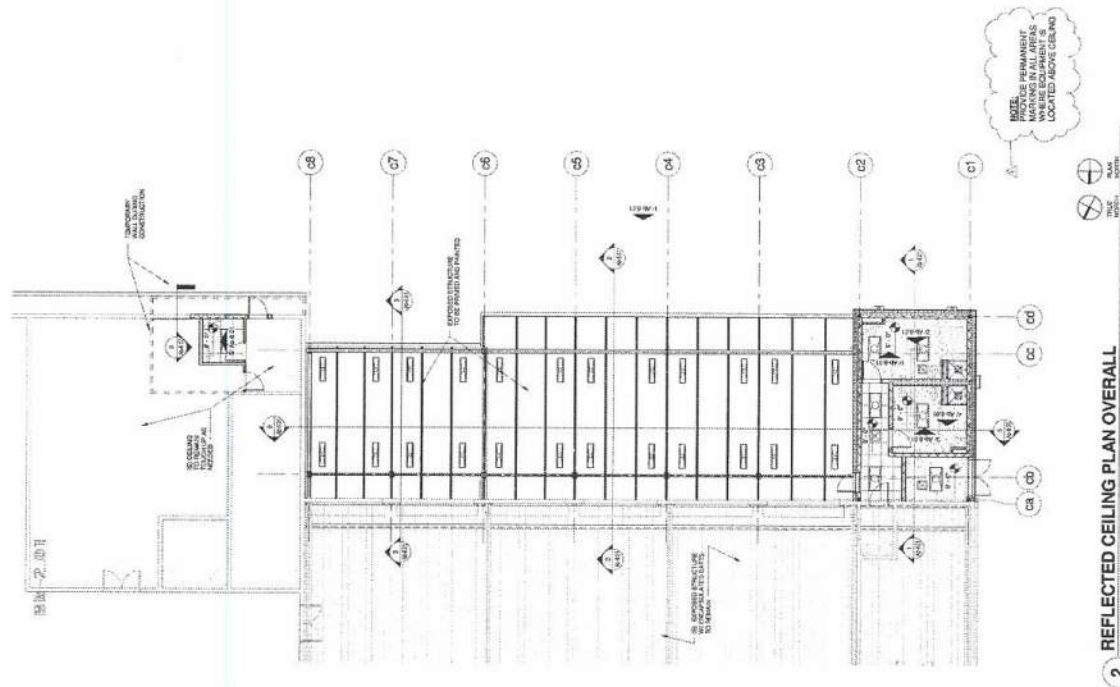
WILLIAMSON COUNTY
3151 SE INNER LOOP

PROJECT NO.: 19-001
DATE: 1/14/2019

BY: DMS
CHECKED BY: DMS

MECHANICAL & ROOF
ANALYSIS & DESIGN

Ab-3.01
ALTERNATE 2





August 7, 2017

Vaughn Construction
Mr. Doug Boram
3920 North IH 35
Austin, Texas 78751

Reference: Williamson County North Campus Facility
Electrical Proposal PCO- 009
Add 2" conduit from BLDG. G service to the vehicle storage yard.
ASI-021

We are pleased to provide the following proposal for the additional work as requested by Vaughn Construction.

Total Cost

\$ 4,103.00

Four-Thousand One-Hundred and Three dollars

Inclusions:

<u>Item No.</u>	<u>Description</u>
1	Excavate from building G service to a point 6' south of the North fence on the West side of the vehicle storage yard.
2	Install a 2" conduit stubbed up at both ends and back fill.

Qualifications:

Price is firm for 30 days from the date of this proposal.

All work to be during normal business hours Mon-Fri, 7:00AM-3:30PM.

Utilize mixed dirt on-site for back fill.

Excludes Sundays and Holidays.

Excludes excavation of rock. Rock will be excavated on a T&M basis.

If you have any questions, please feel free to call me at 512-369-5551.

Sincerely,

Schmidt Electric Company

Accepted By

Date

Scott Schwartz
Project Manager



Electrical Proposal
Texas Electrical Contractors License Number 17947

Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324

Change Order #: 22

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				\$ 18,195,395.00	\$ 406,771.00	\$ 406,772.00	\$ -	\$ 1,896,522.00	\$ 625,467.00	\$ 21,530,927.00	\$ 21,530,927.00
1	03/28/17		0	\$ 3,659.00	\$ -	\$ (3,659.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
2	03/28/17		10	\$ 114,186.00	\$ -	\$ (114,186.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
3	05/02/17		0	\$ 1,727.00	\$ -	\$ (1,727.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
4	05/02/17		0	\$ 19,494.00	\$ -	\$ (19,494.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
5	05/30/17		0	\$ 19,676.00	\$ (19,676.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
6	05/30/17		0	\$ 14,465.00	\$ (14,465.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
7	05/30/17		0	\$ 2,237.00	\$ -	\$ (2,237.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
8	05/30/17		0	\$ 3,450.00	\$ -	\$ (3,450.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
9	06/27/17		0	\$ 832.00	\$ -	\$ (832.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
10	06/27/17		0	\$ 285.00	\$ -	\$ (285.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
11	06/27/17		0	\$ 22,415.00	\$ -	\$ (22,415.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
12	06/27/17		0	\$ 11,221.00	\$ -	\$ (11,221.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
13	06/27/17		0	\$ (5,000.00)	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
14			0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
15	06/27/17		0	\$ 79,584.00	\$ -	\$ (79,584.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
16	06/27/17		0	\$ 9,930.00	\$ -	\$ (9,930.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
17	09/12/17	A&E	0	\$ 2,450.00	\$ -	\$ -	\$ (2,450.00)	\$ -	\$ -	\$ -	\$ 21,530,927.00
18	09/12/17	A&E	0	\$ 1,747.00	\$ -	\$ (1,747.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
19	09/12/17	Owner	0	\$ 577,128.00	\$ -	\$ -	\$ (577,128.00)	\$ -	\$ -	\$ -	\$ 21,530,927.00
20	PENDING REVIEW										\$ 21,530,927.00
21	10/03/17	A&E	0	\$ 10,364.00	\$ (10,364.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
22	10/03/17	A&E	0	\$ 6,461.00	\$ (6,461.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
23											\$ 21,530,927.00
24											\$ 21,530,927.00
25											\$ 21,530,927.00
26											\$ 21,530,927.00
27											\$ 21,530,927.00
28											\$ 21,530,927.00
29											\$ 21,530,927.00
30											\$ 21,530,927.00
											\$ 21,530,927.00
			10	\$ 19,091,706.00	\$ 355,805.00	\$ 141,005.00	\$ (579,578.00)	\$ 1,896,522.00	\$ 625,467.00	\$ 21,530,927.00	\$ 21,530,927.00

Commissioners Court - Regular Session**23.****Meeting Date:** 10/10/2017

North Campus Facility P324 - Change Order 24

Submitted By: Gina Wrehsnig, Infrastructure**Department:** Infrastructure**Division:** Building Maintenance**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on Williamson County North Campus Project, P324, Change Order #24 from Vaughn Construction in the amount of \$33,906.00 for changes in the scope of work to existing utilities due to the installation of new drainage components. This change order is being funded out of the Construction Managers Contingency.

Background

Change order for removing, lowering and replacing the existing underground main electrical service feed and communications feed to the Central Maintenance Facility building due to the depth required by the new drainage ditch being installed for surface water drainage from the North Campus facility.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[NCF Change Order 24](#)[NCF CO24 Funds](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Date

10/05/2017 08:52 AM

Started On: 10/05/2017 07:56 AM



3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

August 21, 2017

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0024

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Lowering Power and Communication Conduits to Building b Across Drainage Ditch for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in dark ink, appearing to read "Boram", written over a horizontal line.

Doug Boram

Attachments:

CC:

FORM B**PROJECT: North Campus Facilities****CHANGE PROPOSAL NO: 233901-0024****QUOTATION :**

<u>Item</u>	<u>Labor</u>	<u>Materials</u>	<u>Subs</u>	<u>Total</u>
Lowering Power and Communication Conduits to Building b Across Drainage Ditch	\$0.00	\$0.00	\$33,487.00	\$33,487.00
Subcontractor Default Insurance	\$0.00	\$419.00	\$0.00	\$419.00
To Be Funded By CM Contingency	\$0.00	\$(33,906.00)	\$0.00	\$(33,906.00)

Totals	\$0.00	\$(33,487.00)	\$33,487.00	\$0.00
Insurance, Tax, Benefits on Labor				\$0.00
Overhead				\$0.00
Fee on Subs				\$0.00
Fee on JTV				\$0.00
Bond				\$0.00
Remodel Tax				\$0.00
TOTAL				\$0.00

TIME EXTENSION TO CONTRACT: 0 Days**Submitted Date:** 8/21/2017**Accepted****VAUGHN CONSTRUCTION****By:** _____**By:**  _____
Doug Boram**Date** _____**Proposal Valid for 10 Days**

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,772	\$1,896,522	\$625,467	\$21,530,927	\$21,530,927
1	OCO	0	0	\$3,659	\$0	(\$3,659)	\$0	\$0	\$0	\$21,530,927
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0	\$0	\$0	\$21,530,927
3	OCO	0	0	\$1,727	\$0	(\$1,727)	\$0	\$0	\$0	\$21,530,927
4	OCO	0	0	\$19,494	\$0	(\$19,494)	\$0	\$0	\$0	\$21,530,927
5	OCO	0	0	\$19,676	(\$19,676)	\$0	\$0	\$0	\$0	\$21,530,927
6	OCO	0	0	\$14,465	(\$14,465)	\$0	\$0	\$0	\$0	\$21,530,927
7	OCO	0	0	\$2,237	\$0	(\$2,237)	\$0	\$0	\$0	\$21,530,927
8	OCO	0	0	\$3,450	\$0	(\$3,450)	\$0	\$0	\$0	\$21,530,927
9	OCO	0	0	\$832	\$0	(\$832)	\$0	\$0	\$0	\$21,530,927
10	OCO	0	0	\$285	\$0	(\$285)	\$0	\$0	\$0	\$21,530,927
11	OCO	0	0	\$22,415	\$0	(\$22,415)	\$0	\$0	\$0	\$21,530,927
12	OCO	0	0	\$11,221	\$0	(\$11,221)	\$0	\$0	\$0	\$21,530,927
13	OCO	0	0	(\$5,000)	\$0	\$5,000	\$0	\$0	\$0	\$21,530,927
14	OCO	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
15	OCO	0	0	\$79,584	\$0	(\$79,584)	\$0	\$0	\$0	\$21,530,927
16	OCO	0	0	\$9,930	\$0	(\$9,930)	\$0	\$0	\$0	\$21,530,927
17	OCO	0	-	\$2,450	(\$2,450)	\$0	\$0	\$0	\$0	\$21,530,927
18	OCO	0	-	\$1,747	\$0	(\$1,747)	\$0	\$0	\$0	\$21,530,927
19	OCO	0	-	(\$1,763)	\$0	\$0	\$1,763	\$0	\$0	\$21,530,927
20	OCO	0	-	\$75,603	\$0	(\$75,675)	\$72	\$0	\$0	\$21,530,927
21	OCO	0	-	\$10,364	\$0	(\$10,364)	\$0	\$0	\$0	\$21,530,927
22	OCO	0	-	\$6,410	\$0	(\$6,461)	\$51	\$0	\$0	\$21,530,927
23	OCO	0	-	\$24,439	(\$24,439)	\$0	\$0	\$0	\$0	\$21,530,927
24	OCO	0	-	\$33,487	(\$33,906)	\$0	\$419	\$0	\$0	\$21,530,927
25		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
26		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
27		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
28		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
29		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
30		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
Current Amounts		10	10	\$18,646,293	\$311,835	\$48,505	\$1,898,827	\$625,467	\$21,530,927	\$21,530,927



August 18, 2017

Vaughn Construction
Mr. Doug Boram
3920 North IH 35
Austin, Texas 78751

Reference: **Williamson County North Campus Facility
Electrical Proposal PCO- 004
Lower Power & Communication conduits to building B across drainage ditch.**

We are pleased to provide the following proposal for the additional work as requested by Vaughn Construction. This change order is complete.

Total Cost **\$ 33,487.00**
Thirty-Three Thousand Four-Hundred and Eighty-Seven dollars

Inclusions:

<u>Item No.</u>	<u>Description</u>
1	Excavate new trench from existing power pole toward the existing parking lot approximately 3' lower than the existing elevation through the drainage ditch.
2	Install three 2" conduits to terminate into the existing conduits at the existing parking lot during the shutdown. (UG J-Box Not Required)
3	Install two 4" conduits to terminate into the existing conduits at the existing parking lot during the shutdown. (UG J-Box Not Required)
4	Place concrete over both the power and communication conduits.

Qualifications:

Price is firm for 30 days from the date of this proposal.

Trench may remain uncovered until Monday pending concrete availability.

Underground junction box is not required per Roy Torres of GUM.

Excludes removal and installation of conductors and terminations. (Furnished and provided by others)

Excludes Sundays and Holidays.

If you have any questions, please feel free to call me at 512-369-5551.



Electrical Proposal
Texas Electrical Contractors License Number 17947

Sincerely,

Schmidt Electric Company

Accepted By

Date

Scott Schwartz
Project Manager

cc: File



**SUBCONTRACTOR UNIFORM CHANGE ORDER
REQUEST SUMMARY SHEET**

Date: 8/18/17

General Contractor Change Order Request No.

Subcontractor Change Order Request No.

PCO-004

Contractor Name Schmidt Electric Company

CHANGE ORDER DESCRIPTION:

Lower conduits to building B under drainage ditch.

5/12/17 to 8/11/17

DIRECT LABOR COSTS - see attached sheets for breakdown of hours

Trade Description	Hours	Rate	Extension	Comments
PM	6.00	76.97	461.82	
Area Foreman	24.00	48.53	1,164.72	
JIW	19.00	41.29	784.51	
JIW OT	10.00	58.74	587.40	
App	78.50	24.05	1,887.93	
App OT	5.00	34.10	170.50	
App	27.00	19.10	515.70	
		48.11	-	
SUBTOTAL			5,572.58	

DIRECT MATERIAL COSTS - see attached backup

Item Description	Unit	Quantity	Unit Cost	Extension	Comments
Material	Lot	1	1,158.30	1,158.30	
Concrete	Lot	1	3,717.85	3,717.85	
				-	
				-	
				-	
				-	
				-	
				-	
SUBTOTAL				4,876.15	

EQUIPMENT COSTS

Item Description	Unit	Quantity	Unit Cost	Extension	Comments
Consumables 4% of materials	Lot	1	195.05	195.05	
Small Tools 4% of labor	Lot	1	222.90	222.90	
				-	
SUBTOTAL				417.95	

INDIRECT COSTS - Lower Tiered Subcontractors/Job expenses

Company Name	Quantity	Unit Cost	Amount	Comments
Backhoe with Hoe Ram	1	3,828.58	3,828.58	
Rocksaw	1	2,671.52	2,671.52	
Truck & Phone	1	199.00	199.00	
	1	-	-	
Baker's Backhoe	1	10,875.00	10,875.00	
	1	-	-	

SUBTOTAL	\$ 17,574.10
TOTALS	\$ 28,440.78
SALES TAX (on equipment & material subtotals only)	\$ 552.68
TOTAL OF ALL COSTS	\$ 28,993.45
OVERHEAD @ 10%	\$ 2,899.35
PROFIT @ 5%	\$ 1,594.64
BOND @ CONTRACTUAL RATE	\$ -
GRAND TOTAL FOR THIS CHANGE ORDER REQUEST	\$ 33,487.00

Contract value before this Change Request

Contract value after this Change Request

Impact to contract schedule affected by this Change Order request

Days

Subcontractors Representative Signature _____

Subcontractors Certification

GC APPROVAL

NO.

SERVICE WORK ORDER

Job No. 961
Customer's Name Vaughn Construction
Billing Address _____
Description of Work Digging down south drain ditch to
power & COMM raceways.

Date 5/12/17

Cust P.O. No. _____

Schmidt Electric is authorized to perform the above described and the customer agrees to pay all invoices associated therewith.

AUTHORIZED CUSTOMER REPRESENTATIVE (SIGNATURE)

Date _____

MATERIAL AND EQUIPMENT

[illegible]

LABOR

BILLING CALCULATIONS

BILLING CALCULATIONS					
DATE	NAME	REG HRS	OT HRS	DT HRS	FOR OFFICE USE ONLY
5/12/17	Jeremy Tomastik	~~2~~			RATE AMOUNT MATERIAL & EQUIPMENT
5/12/17	Jonathan Huffman	~~5~~			LABOR (TAXABLE)
5/12/17	Bakers Backhoe	~~5~~			MILEAGE
					TRUCK CHG _____ HRS @ _____
					RENTAL EQUIPMENT
					SUBCONTRACTS
					SUBTOTAL
					OVERHEAD _____ %
					SUBTOTAL
					PROFIT _____ %
					SUBTOTAL

The Labor, Material and Equipment listed above were checked and approved by:

Schmidt Electric's Representative

5/15/17

Date _____

SALES TAX

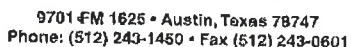
LABOR (NON-TAXABLE)

Customer's Representative

Date _____

TOTAL CHARGE





SERVICE WORK ORDER

Job No. 961

Customer's Name Vaughn Construction

Billing Address

Description of Work Digging down south drain ditch to lower existing power & COMM raceways.

Date 5/16/17-5/19/17

Cust P.O. No.

Schmidt Electric is authorized to perform the above described and the customer agrees to pay all invoices associated therewith.

AUTHORIZED CUSTOMER REPRESENTATIVE (SIGNATURE)

Date _____

[illegible]

LABOR					BILLING CALCULATIONS			
DATE	NAME	REG HRS	OT HRS	DT HRS	FOR OFFICE USE ONLY			
					RATE	AMOUNT	MATERIAL & EQUIPMENT	
5/16/17	Jeremy Tomastik	1					LABOR (TAXABLE)	
5/16/17	Jonathan Huffman	4					MILEAGE	
5/16/17	Babers Bachhoe	4					TRUCK CHG _____ HRS @ _____	
5/17/17	Jeremy Tomastik	1						
5/17/17	Jonathan Huffman	7.5						
5/17/17	Babers Bachhoe	7					RENTAL EQUIPMENT	
5/18/17	Jeremy Tomastik	1					SUBCONTRACTS	
5/18/17	Jonathan Huffman	8					SUBTOTAL	
5/18/17	Derek Rosvold	8					OVERHEAD _____ %	
5/18/17	Babers Bachhoe	7.5					SUBTOTAL	
5/19/17	Jeremy Tomastik	1					PROFIT _____ %	
5/19/17	Jonathan Huffman	5					SUBTOTAL	

The Labor, Material and Equipment listed above were checked and approved by:


Schmidt Electric's Representative

Customer's Representative

5/14/17	Veren Rosvold	5
5/19/17	Bahers Bachhoc	3

5122/17

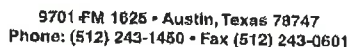
Date _____

SALES TAX

LABOR (NON-TAXABLE)

Date _____

TOTAL CHARGE	
--------------	--



SERVICE WORK ORDER

Job No. 961

Customer's Name Vaughn Construction

Billing Address

Description of Work Digging down South drain ditch to lower existing power & COMM raceways.

Date ²⁴ 5/24/17 - 5/26/17

Cust P.O. No.

Schmidt Electric is authorized to perform the above described and the customer agrees to pay all invoices associated therewith.

AUTHORIZED CUSTOMER REPRESENTATIVE (SIGNATURE)

Date _____

[illegible][illegible]

The Labor, Material and Equipment listed above were checked and approved by:

The Labor, Material and Equipment listed above were


Schmidt Electric's Representative

Customer's Representative

5/30/17

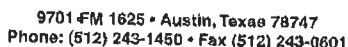
Date _____

Date _____

SALES TAX

LABOR (NON-TAXABLE)

TOTAL CHARGE	
--------------	--



SERVICE WORK ORDER

Job No. 961

Customer's Name Vaughn Construction

Billing Address

Description of Work Digging down south drain ditch to lower existing power & comm raceways.

Date 5/30/17-6/5/17

Cust P.O. No.

Schmidt Electric is authorized to perform the above described and the customer agrees to pay all invoices associated therewith.

AUTHORIZED CUSTOMER REPRESENTATIVE (SIGNATURE)

Date _____

MATERIAL AND EQUIPMENT

[illegible]

LABOR

BILLING CALCULATIONS

[illegible]

The Labor, Material and Equipment listed above were checked and approved by:

Schmidt Electric's Representative

Customer's Representative

6/6/17

Date _____

Date _____

SALES TAX

LABOR (NON-TAXABLE)

TOTAL CHARGE	
--------------	--



SCHMIDT ELECTRIC

A Limited Partnership

9701 FM 1825 • Austin, Texas 78747
Phone: (512) 243-1450 • Fax (512) 243-0801

NO.

SERVICE WORK ORDER

Job No. 961

Customer's Name Vaughn Construction

Billing Address _____

Description of Work Installing raceways in existing drain ditch that had to be lowered.

Date 6/12/17 - 6/14/17

Cust P.O. No. _____

Schmidt Electric is authorized to perform the above described and the customer agrees to pay all invoices associated therewith.

AUTHORIZED CUSTOMER REPRESENTATIVE (SIGNATURE) _____

Date _____

MATERIAL AND EQUIPMENT

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
3	2" rigid Nipples with 36" Radius		
15	2" 30° PVC Elbows		
30	2" PVC couplings		
8	4" 30° PVC Elbows		
16	4" PVC couplings		
20	1 1/8" Strut		
30	3/8" All-thread		
(1)	container 3/8" nuts & 3/8"x1" washers		
(1)	Box 3/8" drop-in Anchors		
	200' - 4" PVC		
	200' - 2" PVC		
6	2" PVC females		
3	2" PVC Bell Ends		
1	PVC Glue/Cleaner		

LABOR

BILLING CALCULATIONS

DATE	NAME	REG HRS	OT HRS	DT HRS	FOR OFFICE USE ONLY			
6/12/17	Jeremy Tanastik	2			RATE	AMOUNT	MATERIAL & EQUIPMENT	
6/12/17	James Whitf	3					LABOR (TAXABLE)	
6/12/17	Jonathan Hoffman	3					MILEAGE	
6/13/17	Jeremy Tanastik	2					TRUCK CHG _____ HRS @ _____	
6/13/17	James Whitf	8						
6/13/17	Jonathan Hoffman	8						
6/14/17	Jeremy Tanastik	2					RENTAL EQUIPMENT	
6/14/17	James Whitf	8					SUBCONTRACTS	
6/14/17	Jonathan Hoffman	8					SUBTOTAL	
							OVERHEAD _____ %	
							SUBTOTAL	
							PROFIT _____ %	
							SUBTOTAL	

The Labor, Material and Equipment listed above were checked and approved by:

Schmidt Electric's Representative

Customer's Representative

6/15/17

Date

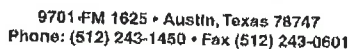
Date

SALES TAX

LABOR (NON-TAXABLE)

TOTAL CHARGE





Williamson County Facilities - Job Cost Tracking Log

Project: North Campus Project # P324

Change Order #: 24

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				\$ 18,195,395.00	\$ 406,771.00	\$ 406,772.00	\$ -	\$ 1,896,522.00	\$ 625,467.00	\$ 21,530,927.00	\$ 21,530,927.00
1	03/28/17		0	\$ 3,659.00	\$ -	\$ (3,659.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
2	03/28/17		10	\$ 114,186.00	\$ -	\$ (114,186.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
3	05/02/17		0	\$ 1,727.00	\$ -	\$ (1,727.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
4	05/02/17		0	\$ 19,494.00	\$ -	\$ (19,494.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
5	05/30/17		0	\$ 19,676.00	\$ (19,676.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
6	05/30/17		0	\$ 14,465.00	\$ (14,465.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
7	05/30/17		0	\$ 2,237.00	\$ -	\$ (2,237.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
8	05/30/17		0	\$ 3,450.00	\$ -	\$ (3,450.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
9	06/27/17		0	\$ 832.00	\$ -	\$ (832.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
10	06/27/17		0	\$ 285.00	\$ -	\$ (285.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
11	06/27/17		0	\$ 22,415.00	\$ -	\$ (22,415.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
12	06/27/17		0	\$ 11,221.00	\$ -	\$ (11,221.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
13	06/27/17		0	\$ (5,000.00)	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
14			0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
15	06/27/17		0	\$ 79,584.00	\$ -	\$ (79,584.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
16	06/27/17		0	\$ 9,930.00	\$ -	\$ (9,930.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
17	09/12/17	A&E	0	\$ 2,450.00	\$ -	\$ -	\$ (2,450.00)	\$ -	\$ -	\$ -	\$ 21,530,927.00
18	09/12/17	A&E	0	\$ 1,747.00	\$ -	\$ (1,747.00)	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
19	09/12/17	Owner	0	\$ 577,128.00	\$ -	\$ -	\$ (577,128.00)	\$ -	\$ -	\$ -	\$ 21,530,927.00
20	PENDING REVIEW										\$ 21,530,927.00
21	10/03/17	A&E	0	\$ 10,364.00	\$ (10,364.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
22	10/03/17	A&E	0	\$ 6,461.00	\$ (6,461.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
23	PENDING REVIEW										\$ 21,530,927.00
24	10/03/17	A&E	0	\$ 33,906.00	\$ (33,906.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,530,927.00
25											\$ 21,530,927.00
26											\$ 21,530,927.00
27											\$ 21,530,927.00
28											\$ 21,530,927.00
29											\$ 21,530,927.00
30											\$ 21,530,927.00
											\$ 21,530,927.00
			10	\$ 19,125,612.00	\$ 321,899.00	\$ 141,005.00	\$ (579,578.00)	\$ 1,896,522.00	\$ 625,467.00	\$ 21,530,927.00	\$ 21,530,927.00

Commissioners Court - Regular Session**24.****Meeting Date:** 10/10/2017

Brushy Creek Regional Trail Easement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with Brandy and Steve H. Jones for a trail easement on the Brushy Creek Regional Trail project (Parcel 1).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsJones Trail Easement Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Date

10/05/2017 09:19 AM

Started On: 10/05/2017 08:54 AM

REAL ESTATE CONTRACT
BRUSHY CREEK TRAIL EASEMENT

This Real Estate Contract ("Contract") is entered into between BRANDY AND STEVE H. JONES, ("Seller"), and the WILLIAMSON COUNTY, TEXAS, a Texas political subdivision ("Buyer") upon the terms and conditions set forth as follows:

1. Purchase and Sale of Property

1.01 Seller sells and agrees to convey, and Buyer purchases and agrees to pay for, a trail easement interest in and to that certain parcel of land totaling 0.243 acres located in Williamson County, Texas, and being more particularly described by metes and bounds and accompanying plat in Exhibit "A", attached hereto and incorporated herein.

1.02 The real property interests described above, and any rights or appurtenances are referred to in this Contract as the "Property".

2. Sales Price

2.01 Amount of Sales Price. The sales price for the Property, any improvements thereon, and any damage to the remaining property of Seller shall be the sum of TWENTY ONE THOUSAND and NO/100 DOLLARS (\$21,000) ("Sales Price").

2.02 Payment of Sales Price. The full amount of the Sales Price shall be payable in cash at the Closing.

3. Buyers Obligations

3.01 Conditions to Buyer's Obligations. The Buyer's obligations under this Contract are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Buyer at or before the closing).

3.02 Preliminary Title Report. Within 30 days of the execution of this Contract, Buyer, at Buyer's expense, will obtain from the Title Company a preliminary title report ("Title Report"), accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting the Property.

(A) Buyer will give Seller written notice on or before 10 days prior to the Closing of this transaction that the condition of title as set forth in the Title Report is not satisfactory.

(B) In the event that Buyer states that the condition is not satisfactory, Seller will promptly undertake to assist Buyer, with all costs to be borne by Buyer, to eliminate or modify

all unacceptable matters to the reasonable satisfaction of Buyer. Otherwise, any objection by the Buyer may also be waived in writing prior to Closing.

3.03 Survey. Buyer, at Buyer's expense, will obtain a current plat or survey of the permanent easement Property, prepared by a licensed Texas land surveyor selected by Buyer.

3.04 Seller's Full Compliance. Seller will have complied with all of the covenants, agreements, and conditions required by this Contract by the closing date.

4. Representations and Warranties of Seller

Seller represents and warrants to Buyer, as of the closing date, as follows:

4.01 There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Buyer.

4.02 Seller has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Property, or any part of it.

4.03 Seller is not aware of any material physical defects to the Property.

4.04 Seller is not aware of any environmental hazards or conditions that affect the Property.

4.05 Seller is not aware that the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers.

5. Closing

5.01 Date and Location. The Closing will be held at the office of Independence Title Company, 101 E. Settlers Blvd. #110, Round Rock Texas 78664 ("Title Company"), on or before November 15th, 2017 ("Closing Date"), or 10 days after completion of any title curative items as identified on Schedule C. of the Title Commitment, or at a time, date, and place agreed on by Seller and Buyer.

5.02 Sellers Responsibilities at Closing. At the Closing Seller will:

(A) Deliver to Buyer a properly executed and acknowledged Trail Easement (the "Easement") in and to the Property described in Exhibit "A", attached hereto and incorporated herein, conveying such property interest in and to all of the Property, free of all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

- (i) Any exceptions approved by Buyer in accordance with Section 3 of this Contract; and
- (ii) Any exceptions approved by Buyer in writing.

(B) Deliver to Buyer a Texas Owner's Title Policy, at Buyer's expense, issued by the Title Company in Buyer's favor in the full amount of the Sales Price, insuring Buyer's interest in and to the Property subject to the title exceptions listed in herein, to any other exceptions approved in writing by Buyer, and to those standard printed exceptions contained in the usual form of Texas Owner's Title Policy, with the following exceptions:

- (i) The boundary and survey exceptions will be deleted;
- (ii) The exception as to restrictive covenants will be endorsed "None of Record", if applicable; and
- (iii) The exception as to the lien for taxes will be limited to the year of closing and will be endorsed "Not Yet Due and Payable".

(C) Deliver to Buyer possession of the Property.

(D) The form of the Easement document shall be as shown in Exhibit "B" attached hereto and incorporated herein.

5.03 Buyer's Responsibilities at Closing. At the Closing Buyer will pay Seller the Sales Price.

5.04 Prorations. N/A.

5.05 Apportionment of Costs. All costs and expenses of closing in consummating the sale and purchase of the Property will be paid as follows:

- (A) Owner's Title Policy paid by Buyer.
- (B) Survey paid by Buyer.
- (C) Easement, tax certificates, and title curative matters, if any, paid by Buyer.
- (D) All other closing costs to be paid by Buyer.
- (E) Attorney's fees paid by each respectively.

6. Breach by Seller

6.01 Buyer's Rights in the Event of Breach by Seller. If Seller fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the Property for any reason (except for Buyer's default), Buyer will have the right to:

- (A) Enforce specific performance of this Contract; or
- (B) Request that the Escrow Deposit, if any, will be returned by the Title Company to Buyer.

7. Breach by Buyer

7.01 Seller's Rights in the Event of Breach by Buyer. In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Buyer's obligations set forth herein having been satisfied and Buyer being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Buyer to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Buyer.

8. Miscellaneous Provisions

8.01 Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated by this Contract, will survive the closing.

8.02 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the address set forth in the signature block below.

8.03 Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

8.04 Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

8.05 Legal Construction. In case any one or more of the provisions contained in this Contract may for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never existed.

8.06 Prior Contracts Superseded. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter of this Contract.

8.07 Time of Essence. Time is of the essence in this Contract.

8.08 Memorandum of Contract. Upon the request of either party, both parties will promptly execute a memorandum of this Contract suitable for filing of record.

8.9 Compliance. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Buyer is advised that it should be furnished with or obtain a policy of title insurance, or Buyer should have the abstract covering the Property examined by an attorney of Buyer's own selection.

8.10 Effective Date. This Contract shall be effective as of the date it is approved by the Round Rock City Council, which date is indicated beneath the City's signature below.

8.11 Counterparts. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

8.12 Signature Warranty Clause. The signatories to this contract represent and warrant that they have the authority to execute this Contract on behalf of Seller and Buyer, respectively.

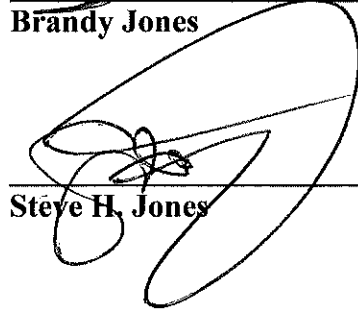
The parties are signing this Contract on the dates indicated.

(signature page follows)

SELLER:



Brandy Jones



Steve H. Jones

BUYER:

WILLIAMSON COUNTY, TEXAS

BY: _____
Dan A. Gattis, County Judge

Address: 710 Main St., Suite 101
Georgetown, Texas, 78626



Exhibit A

FIELD NOTES
FOR

A 0.243 ACRE, OR 10,590 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 1, OF THE CREEKSIDE PLAZA SUBDIVISION RECORDED IN CABINET E, SLIDES 203-204 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO BRANDY JONES & STEVE H. JONES IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2007032481 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS. SAID 0.243 OF AN ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at a ½" iron rod found, on the north right-of-way line of R.M. 620, a variable width right-of-way, the southeast corner of Lot 4, Block 1 of the Town and Country Square Subdivision, recorded in Cabinet F, Slide 290 of the Plat Records of Williamson County, Texas, same being the southwest corner of said Lot 1;

THENCE N 05°59'33" E, with the east line of said Lot 4, Block 1, same being the west line of said Lot 1, a distance of **83.09 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, the **POINT OF BEGINNING** of the herein described tract;

THENCE N 05°59'33" E, continuing with the east line of said Lot 4, Block 1, same being the west line of said Lot 1, a distance of **54.01 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, on the south line of a Public Park & Recreation Reserve Tract, as shown on the aforementioned Creekside Plaza Subdivision;

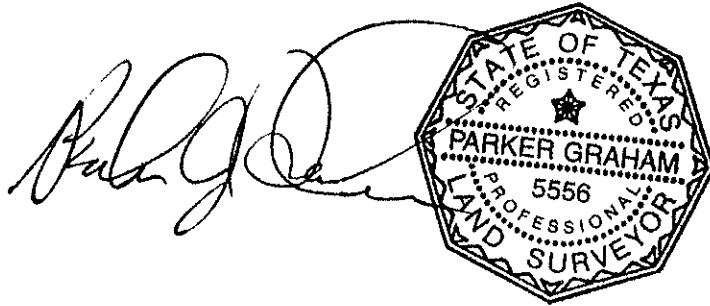
THENCE N 72°14'29" E, departing the east line of said Lot 4, Block 1, with the south line of said Public Park & Recreation Reserve Tract, through the interior of said Lot 1, a distance of **229.52 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set;

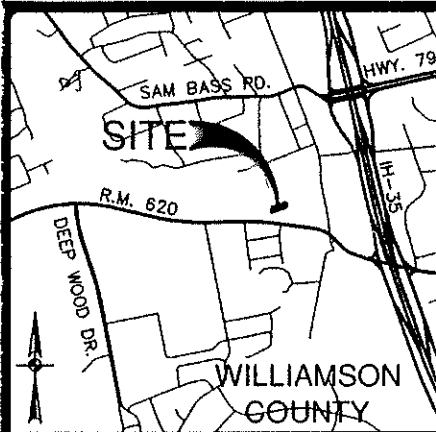
THENCE departing the south line of said Public Park & Recreation Reserve Tract, continuing through the interior of said Lot 1, the following three (3) courses and distances:

1. **S 17°45'31" E**, a distance of **37.62 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
2. **S 68°48'03" W**, a distance of **116.11 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, and

3. **S 70°11'17" W**, a distance of **135.46 feet** to the **POINT OF BEGINNING** and containing 0.243 of an acre in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 50867-00.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 26, 2017
JOB No.: 50867-00
DOC.ID.: H:\survey\CIVIL\50867-00\Word\R061886-JONES.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01





LOCATION MAP

NOT-TO-SCALE

LEGEND:

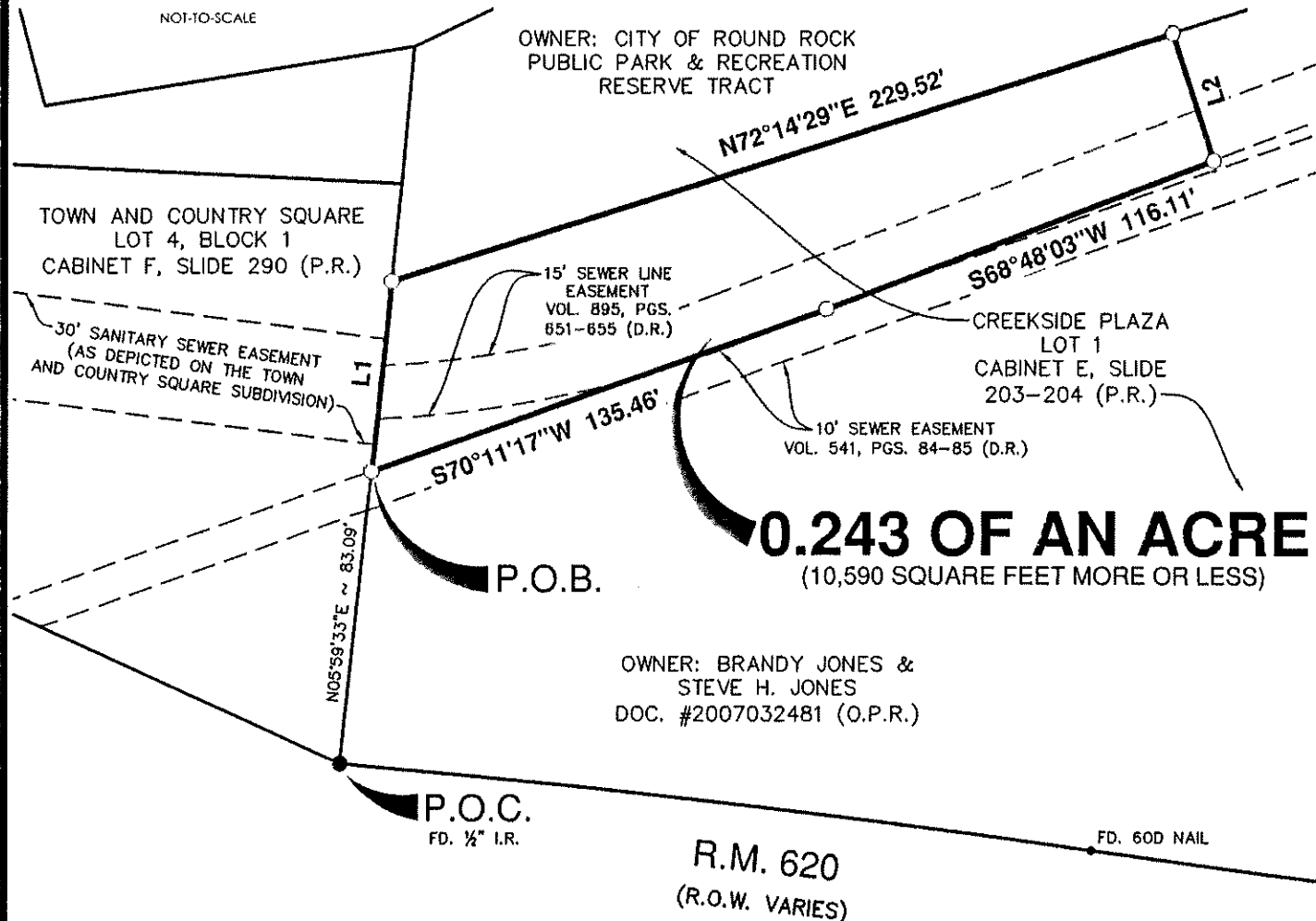
D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
FD. FOUND
I.R. IRON ROD

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



1 inch = 50'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N05°59'33\"E	54.01'
L2	S17°45'31\"E	37.62'

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TSPE FIRM REGISTRATION #470 | TOLPS FIRM REGISTRATION #10028801

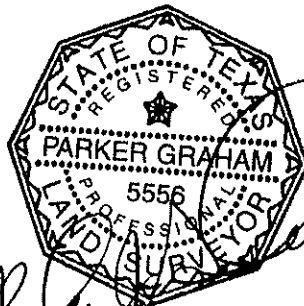


EXHIBIT OF

A 0.243 ACRE, OR 10,590 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 1, OF THE CREEKSIDE PLAZA SUBDIVISION RECORDED IN CABINET E, SLIDES 203-204 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO BRANDY JONES & STEVE H. JONES IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2007032481 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS.

SHEET 1 OF 1

MAY 26, 2017

JOB No.: 50867-00

TRAIL EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

§
§ KNOW ALL BY THESE PRESENTS:
§

That **BRANDY AND STEVE H. JONES**, and their successors and assigns, ("Grantor"), whether one or more), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the WILLIAMSON COUNTY, TEXAS, a home-rule municipality situated in the County of Williamson and State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a public trail easement, for the benefit of the general public, in the form of recreational trails over and across the below-described property, for use by the public for the purpose of walking, running, hiking, bicycling, or traversing over, upon and across, and otherwise using such trails; together with the express right to construct such recreational trails and associated facilities and maintain the easement area by clearing and removing vegetation, silt and debris therefrom, in, upon, over, under, above and across the below-described property:

All of that certain 0.243 acre tract of land (10,590 square feet) being out of Lot 1, of the Creekside Plaza Subdivision Recorded in Cabinet E, slides 203-204 of the plat records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (the "Easement")

The perpetual easement, rights-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of public recreational trail facilities, public trail materials and related appurtenances, equipment and signage.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easements, rights and privileges herein granted shall be perpetual, provided however that said easements, rights, and privileges shall cease and revert to Grantor in the event the facilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The easements, rights and privileges granted herein are exclusive, and Grantor covenants that they will not convey any future easement or conflicting rights within the premises covered by this grant, unless otherwise specified herein, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

Grantor further grants to Grantee:

- (a) the right to grade the Easement for the full width thereof and to extend the cuts and fills for such grading into and on the land along and outside the easement to such extent as Grantee may find reasonably necessary;
- (b) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the Easement and to trim and to cut down and clear away any trees on either side of the Easement which now or hereafter in the opinion of Grantee may be a hazard to any of the facilities, by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder, provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be removed by Grantee;
- (c) the right to mark the location of the Easement by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the Easement;

Grantee hereby covenants and agrees:

- (a) Grantee shall promptly backfill any trench made by it on the Easement and repair any damage it shall do to Grantor's private roads or lanes on the lands;
- (b) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

Grantor also retains, reserves, and shall continue to enjoy the surface of such Easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easements; provided, however, before constructing any improvements, at least ten (10) days written notice shall be provided to Grantor of the general plans of the improvement to be constructed on the Easement, and Grantor must first obtain the consent and approval from

Grantee of the construction and location of any improvements within the easements.

Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said facilities, all upon the condition that Grantee will at all times after doing work in connection with the construction or repair of said facilities restore the surface of said premises as nearly as is reasonably possible to the condition in which the same was in before the work was undertaken, considering the uses and purposes of the rights granted herein.

Grantor hereby dedicates the Easement as a trail easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby itself, and its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof, when the claim is by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 3rd day of October, 2017.

(Signatures on the following page)

GRANTOR:



Brandy Jones

ACKNOWLEDGMENT

THE STATE OF TEXAS

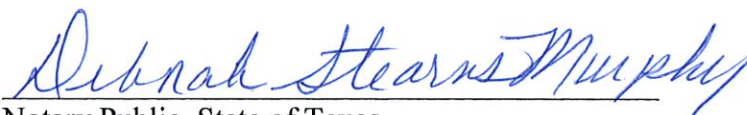
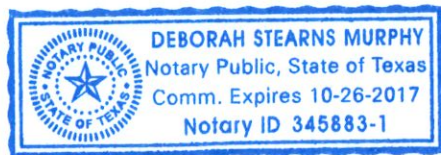
§

COUNTY OF Williamson

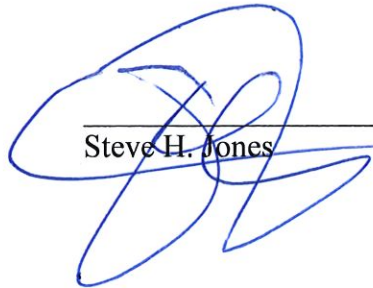
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§

This instrument was acknowledged before me on this the 3rd day of the month of October, 2017, by Brandy Jones known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.


Notary Public, State of Texas

GRANTOR:



Steve H. Jones

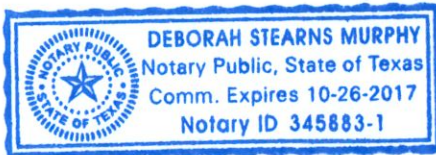
ACKNOWLEDGMENT

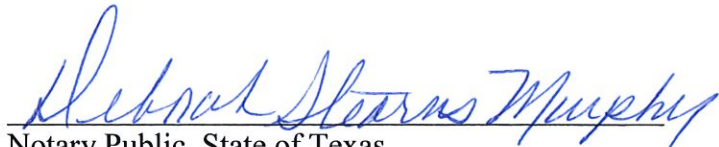
THE STATE OF TEXAS

COUNTY OF Williamson

§
§
§

October, 2017, by Steve H. Jones known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.





Notary Public, State of Texas

GRANTEE:

WILLIAMSON COUNTY, TEXAS

By: _____

Dan A. Gattis, County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of the month of _____, 2017, by Dan A. Gattis known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

After recording please return to:

Sheets & Crossfield, P.C.
309 East Main Street
Round Rock, Texas 78664



Exhibit A

FIELD NOTES
FOR

A 0.243 ACRE, OR 10,590 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 1, OF THE CREEKSIDE PLAZA SUBDIVISION RECORDED IN CABINET E, SLIDES 203-204 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO BRANDY JONES & STEVE H. JONES IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2007032481 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS. SAID 0.243 OF AN ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at a ½" iron rod found, on the north right-of-way line of R.M. 620, a variable width right-of-way, the southeast corner of Lot 4, Block 1 of the Town and Country Square Subdivision, recorded in Cabinet F, Slide 290 of the Plat Records of Williamson County, Texas, same being the southwest corner of said Lot 1;

THENCE N 05°59'33" E, with the east line of said Lot 4, Block 1, same being the west line of said Lot 1, a distance of **83.09 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, the **POINT OF BEGINNING** of the herein described tract;

THENCE N 05°59'33" E, continuing with the east line of said Lot 4, Block 1, same being the west line of said Lot 1, a distance of **54.01 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, on the south line of a Public Park & Recreation Reserve Tract, as shown on the aforementioned Creekside Plaza Subdivision;

THENCE N 72°14'29" E, departing the east line of said Lot 4, Block 1, with the south line of said Public Park & Recreation Reserve Tract, through the interior of said Lot 1, a distance of **229.52 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set;

THENCE departing the south line of said Public Park & Recreation Reserve Tract, continuing through the interior of said Lot 1, the following three (3) courses and distances:

1. **S 17°45'31" E**, a distance of **37.62 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set,
2. **S 68°48'03" W**, a distance of **116.11 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, and

TBPE Firm Registration #470 | TBPLS Firm Registration #10028801

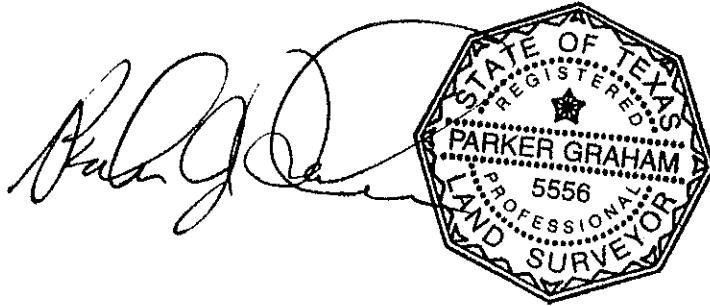
Austin | San Antonio | Houston | Fort Worth | Dallas

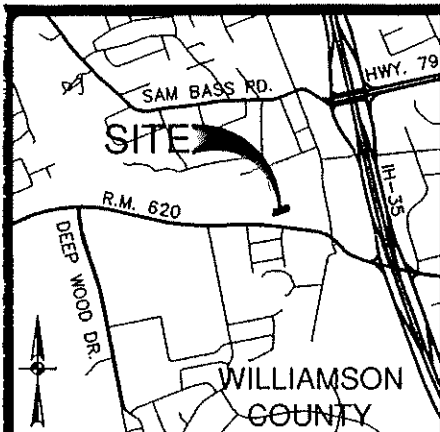
Transportation | Water Resources | Land Development | Surveying | Environmental

7800 Shoal Creek Blvd., Suite 220 West, Austin, TX 78757 T: 512.454.8711 www.Pape-Dawson.com

3. S 70°11'17" W, a distance of 135.46 feet to the **POINT OF BEGINNING** and containing 0.243 of an acre in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 50867-00.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 26, 2017
JOB No.: 50867-00
DOC.ID.: H:\survey\CIVIL\50867-00\Word\R061886-JONES.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01





LOCATION MAP

NOT-TO-SCALE

LEGEND:

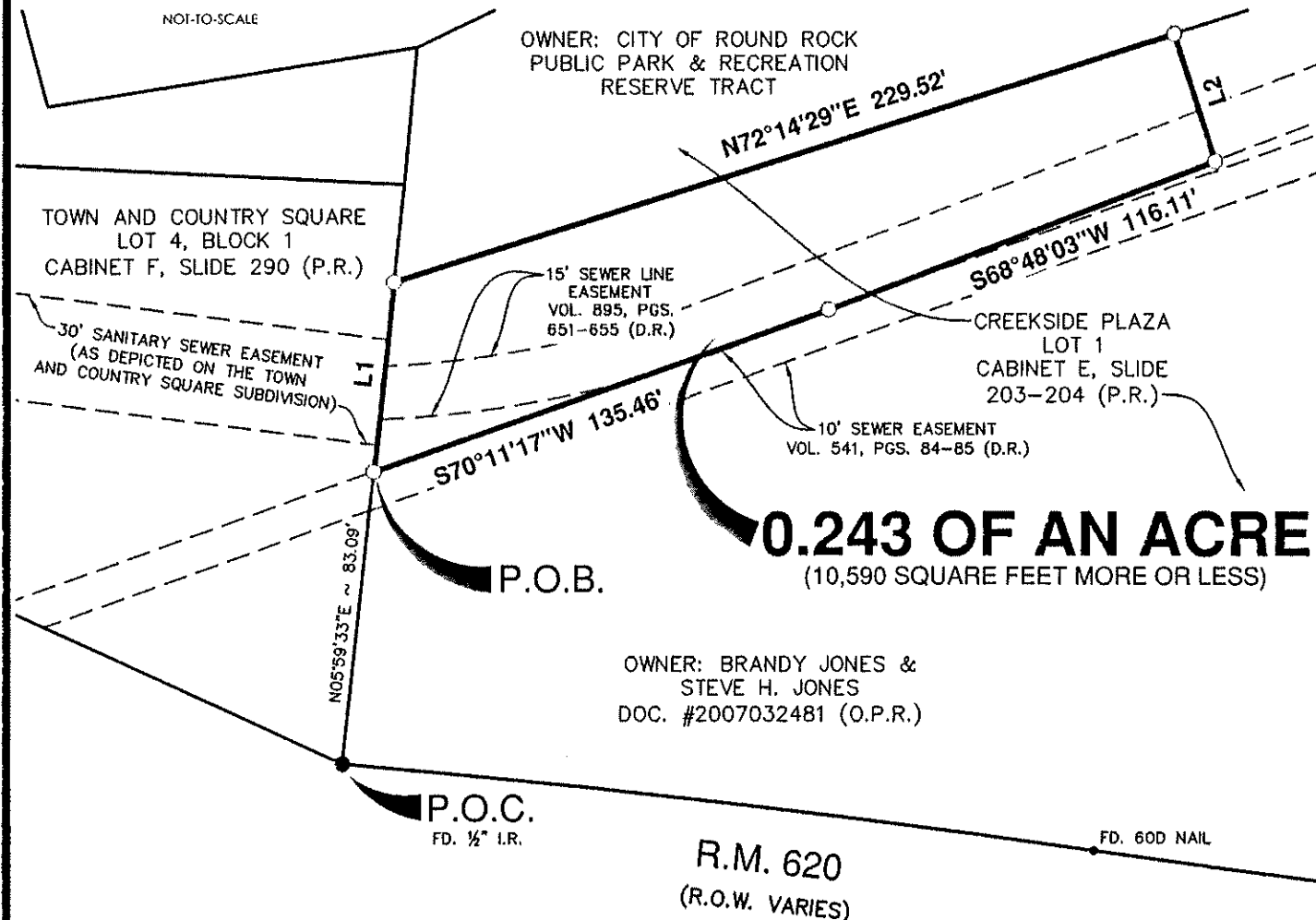
D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
FD. FOUND
I.R. IRON ROD

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



1 inch = 50'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N05°59'33\"E	54.01'
L2	S17°45'31\"E	37.62'

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
T&PE FIRM REGISTRATION #470 | T&PLS FIRM REGISTRATION #10028801

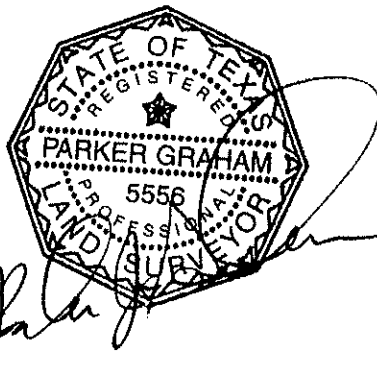


EXHIBIT OF

A 0.243 ACRE, OR 10,590 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 1, OF THE CREEKSIDE PLAZA SUBDIVISION RECORDED IN CABINET E, SLIDES 203-204 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO BRANDY JONES & STEVE H. JONES IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2007032481 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS.

SHEET 1 OF 1

MAY 26, 2017

JOB No.:

50867-00

Commissioners Court - Regular Session**25.****Meeting Date:** 10/10/2017

WCAD

Submitted For: Dan Gattis**Submitted By:** Rebecca Clemons, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on nominations to the Williamson Central Appraisal District Board of Directors.

Background

Nominations are due by October 15, 2017. Williamson County gets 1,075 votes out of 5,000 votes cast.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsVotesALletter

Form Review**Inbox**

County Judge Exec Asst. (Originator)
Form Started By: Rebecca Clemons
Final Approval Date: 10/04/2017

Reviewed By

Rebecca Clemons

Date

10/04/2017 09:23 AM

Started On: 10/04/2017 09:22 AM

**2017
Board Election Votes**

Taxing Jurisdiction	Number of Votes		Taxing Jurisdiction	2016 Levy	%	x 1,000		x 5
City of Austin	125		City of Austin	\$ 29,059,829	0.025280203	25.2802	25	125
City of Bartlett	0		City of Bartlett	\$ 159,500	0.000138755	0.138755	0	0
City of Cedar Park	145		City of Cedar Park	\$ 33,081,532	0.028778829	28.77883	29	145
City of Coupland	0		City of Coupland	\$ 41,037	0.000035700	0.0357	0	0
City of Florence	0		City of Florence	\$ 299,558	0.000260596	0.260596	0	0
City of Georgetown	110		City of Georgetown	\$ 25,467,735	0.02215531	22.15531	22	110
City of Granger	0		City of Granger	\$ 387,810	0.00033737	0.33737	0	0
City of Hutto	35		City of Hutto	\$ 7,601,383	0.00661272	6.61272	7	35
City of Jarrell	5		City of Jarrell	\$ 547,928	0.000476663	0.476663	1	5
City of Leander	75		City of Leander	\$ 17,690,260	0.015389401	15.3894	15	75
City of Liberty Hill	5		City of Liberty Hill	\$ 934,814	0.000813229	0.813229	1	5
City of Pflugerville	0		City of Pflugerville	\$ 72,737	6.32766E-05	0.063277	0	0
City of Round Rock	205		City of Round Rock	\$ 47,464,739	0.041291304	41.2913	41	205
City of Taylor	35		City of Taylor	\$ 7,759,269	0.00675007	6.75007	7	35
City of Thorndale	0		City of Thorndale	\$ 346,590	0.000301512	0.301512	0	0
City of Thrall	0		City of Thrall	\$ 149,884	0.00013039	0.13039	0	0
City of Weir	0		City of Weir	\$ 63,642	5.53648E-05	0.055365	0	0
Bartlett ISD	0		Bartlett ISD	\$ 533,762	0.000464339	0.464339	0	0
Burnet ISD	0		Burnet ISD	\$ 104,526	9.09308E-05	0.090931	0	0
Coupland ISD	5		Coupland ISD	\$ 621,232	0.000540432	0.540432	1	5
Florence ISD	15		Florence ISD	\$ 3,681,949	0.003203061	3.203061	3	15
Georgetown ISD	485		Georgetown ISD	\$ 111,420,883	0.096929082	96.92908	97	485
Granger ISD	5		Granger ISD	\$ 1,553,018	0.001351027	1.351027	1	5
Hutto ISD	170		Hutto ISD	\$ 38,880,304	0.033823391	33.82339	34	170
Jarrell ISD	55		Jarrell ISD	\$ 12,804,618	0.011139203	11.1392	11	55
Leander ISD	775		Leander ISD	\$ 178,153,939	0.154982595	154.9826	155	775
Lexington ISD	0		Lexington ISD	\$ 25,571	2.22453E-05	0.022245	0	0
Liberty Hill ISD	110		Liberty Hill ISD	\$ 25,708,053	0.022364371	22.36437	22	110
Pflugerville ISD	0		Pflugerville ISD	\$ 148,828	0.000129471	0.129471	0	0
Round Rock ISD	1315		Round Rock ISD	\$ 302,087,137	0.262796596	262.7966	263	1315
Taylor ISD	65		Taylor ISD	\$ 14,542,419	0.01265098	12.65098	13	65
Thorndale ISD	10		Thorndale ISD	\$ 1,731,329	0.001506146	1.506146	2	10
Thrall ISD	15		Thrall ISD	\$ 2,921,032	0.002541112	2.541112	3	15
Williamson Co. & FM/RD	1075		Williamson Co. & FM/RD	\$ 246,694,749	0.214608741	214.6087	215	1075
Austin Community College	155		Austin Community College	\$ 35,597,209	0.030967308	30.96731	31	155
EWC Higher Ed Center	5		EWC Higher Ed Center	\$ 1,170,519	0.001018277	1.018277	1	5
Total	5000			\$ 1,149,509,326	1	1000	1000	5000



"We will provide quality service with the highest standards of professionalism, integrity and respect. We will uphold these standards while providing an accurate, fair and cost-effective appraisal roll in compliance with the laws of the State of Texas."

Dear Sir or Madam,

According to Section 6.03(e) of the Texas Property Tax Code I am notifying you of the number of votes to which your unit is entitled in the election of the Board of Directors for the Williamson Central Appraisal District.

Also included is a brief outline of the election procedures in order to assist you in your scheduling of the required actions. A description of eligibility requirements and a listing of additional taxing units is also included.

Nominations must be made by resolution and returned to me before **October 15, 2017**. A sample resolution has been provided for your review. We ask that the general information sheet be completed for each nomination. For your information, the following current Board of Director members are willing to serve again: **Harry Gibbs, Rufus Honeycutt and Charles Chadwell**. Deborah Hunt is undecided at this time and Cecilia Crowley has indicated she will not be running for re-election.

If you have any questions, or if I can be of assistance, please feel free to call.

With Kindest Regards,

Alvin Lankford
Chief Appraiser

ARL/cam

Links (also included in email):

- [Election Votes](#)
- [Election Procedures](#)
- [Election Requirements](#)
- [Additional Taxing Jurisdiction Listing](#)
- [Sample Resolution](#)
- [General Information Sheet](#)

Board of Directors Harry Gibbs, Chairman
Deborah Hunt, Vice-Chairman
Cecilia M. Crowley, Secretary
Rufus Honeycutt
Charles Chadwell
Larry Gaddes

Chief Appraiser Alvin Lankford
alvinl@wcad.org

Commissioners Court - Regular Session**26.****Meeting Date:** 10/10/2017

public hearing

Submitted For: Dan Gattis**Submitted By:** Rebecca Clemons, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on setting a Public Hearing regarding the creation and authorization of a Williamson County Local Provider Participation Fund pursuant to Chapter 292B of the Texas Health & Safety Code, adoption of Williamson County Health Care Participation Program Rules and Procedures governing the operations of a Local Provider Participation Program and the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2018 and how the revenue derived from those payments may be spent.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 10/05/2017

Reviewed By

Rebecca Clemons

Date

10/05/2017 10:56 AM

Started On: 10/05/2017 09:19 AM

Commissioners Court - Regular Session**27.****Meeting Date:** 10/10/2017

OCA Letter of Agreement 10-10-2017

Submitted For: Julie Kiley**Submitted By:** Lisa Moore, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action concerning a Letter of Agreement with the Office of Court Administration regarding long distance services for the IV-D Court.

Background

The Office of Court Administration is requesting that we continue to provide long distance service to the IV-D Court and will reimburse the County for all expenses. This is a renewal of last year's agreement. This Letter of Agreement has been reviewed by legal and contract audit.

Fiscal Impact

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

AttachmentsOCA Long Distance Agmt 10-10-2017

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lisa Moore

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Date

10/05/2017 10:11 AM

Started On: 10/05/2017 09:23 AM



OFFICE OF COURT ADMINISTRATION

DAVID SLAYTON
Administrative Director

August 11, 2017

The Honorable Dan A. Gattis
County Judge
Williamson County
710 S. Main St., Suite 101
Georgetown, Texas 78626

**Re: Letter of Agreement pursuant to Tex. Fam. Code Ch. 201 and Chapters 72, 74 and 791, Tex. Gov't Code
Reimbursement of long-distance calling and facsimile services**

Dear Judge Gattis:

This will confirm the Agreement between the Office of Court Administration (OCA) and Williamson County for long-distance calling and facsimile services for the Title IV-D court hosted in Georgetown, Texas.

1. a. The associate judge and court coordinator of the IV-D court hosted in Georgetown, Texas, may from time-to-time determine it is necessary to place long-distance phone calls or send faxes in relation to court business from the office provided by Williamson County.
- b. Williamson County agrees to make those utilities available to the court and to bill OCA for their use.
- c. OCA will reimburse Williamson County for those utilities.
- d. Williamson County will remit a monthly bill to OCA. Invoices may be sent by regular mail or email to either of the following addresses:

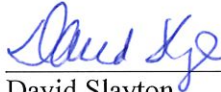
Texas Office of Court Administration
Attn: Carol Harper
P.O. Box 12066
Austin, TX 78711-2066

accountspayable@txcourts.gov

2. The total amount of this Letter Agreement shall not exceed One Hundred Fifty and no/100 Dollars (\$150.00). The total amount of this Agreement may be amended with the mutual consent of both parties at any time during the term of this Agreement.
3. This Letter Agreement shall commence on September 1, 2017, and shall terminate on August 31, 2018, unless terminated sooner upon receipt by one party of written notice sent by the other party at least ten (10) days prior to early termination date, or extended.
4. Williamson County and OCA agree to use alternative dispute resolution to resolve any dispute arising under this contract.
5. This Letter Agreement is authorized pursuant to Tex. Fam. Code Ch. 201 and Chapters 72, 74 and 791, Tex. Gov't Code.

Office of Court Administration

Williamson County



David Slayton
Administrative Director

Dan A. Gattis
County Judge

Commissioners Court - Regular Session**28.****Meeting Date:** 10/10/2017

Western Union termination

Submitted For: D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding approval of termination of agreement with Western Union

Background

The reason for the termination of the contract is due to payments mistakenly being made to the County Attorney's Office and the time spent to reverse these transactions. The Auditor and Treasurer have also requested for us to stop using Western Union because of the liability involved with them debiting our account for mistaken payments.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentscontractMotion Order terminating

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Date

10/05/2017 12:00 PM

Started On: 10/05/2017 11:43 AM

WESTERN UNION PAYMENTS SERVICE AGREEMENT

This Payment Services agreement (the "**Agreement**") for the Western Union Payments/QuickPay services ("**Service(s)**") is between Western Union Financial Services, Inc., a Colorado corporation ("**Western Union**"), having a principal office at 12500 E. Belford Avenue, Englewood, Colorado 80112, and the undersigned ("**Client**"). Western Union and Client may be referred to singularly as "Party" or collectively as the "Parties."

Legal Name of Client: Williamson County Attorney Hot Check Division acting by and through Williamson County, Texas,	Contact Person Kelly Arnett	
DBA: Williamson Cnty Atty Hot Check	Title: Restitution Specialist	
Street Address: 405 MLK Box 11	Floor/Suite:	
City: Georgetown	State: TX	Zip Code: 78626
Telephone: (512) 943-1135	Tax ID: 74-6000978	

Industry Type (Check One):

- ☐ Finance Company
☐ Mortgage Company
☐ Collection Agency
☒ Other: Describe: Government

Services (Check One):

- ☐ Payments Service ☐ QuickPay ☒ Payments Service and QuickPay

Service Detail:

- Expected monthly Service transaction volume: ☐ 250-499 ☐ 500-999 ☐ 1,000 plus
- Client will use next day Service Recap Report or the Western Union notification Web Site.

By signing this Agreement, Client certifies that the information provided herein is complete and accurate, and agrees to the Terms and Conditions attached hereto. This Agreement is not binding on Western Union until signed by Western Union. The effective date of this Agreement (the "**Effective Date**") shall be the last date indicated below.

WILLIAMSON COUNTY ATTORNEY HOT CHECK
DIVISION, acting by and through Williamson County,
Texas

WESTERN UNION FINANCIAL SERVICES, INC.

By: _____

(Must be signed by Corporate Officer or Owner
of Client)

Name: _____

Don A. Garza
(print name)

Title: _____

County Judge

Date: _____

3-1-16

By: _____

Carlos Calvo

(signature required)

Name: _____

Carlos Calvo

(print name)

Title: _____

Agent Database Administrator

Date: _____

04/04/2016

Note: For provision of the Payment Service and QuickPay Service(s), Western Union requires Client's certain compliance and due diligence information, including but not limited to a) Client's current financial information and/or the most recent Annual Report and b) completion of the Compliance Questionnaire and any other due diligence documentation that may be requested by Western Union. Client shall provide Western Union with updated financial statements (or similar financial or compliance information) from time-to-time upon Western Union's request.

For Internal Use: _____ Account No.: _____ Install Date: _____

Williamson County Attorney QC 2-24-16

TERMS AND CONDITIONS

The Parties agree as follows:

1. Western Union agrees to receive payments from customers of Client ("**Customers**") and remit those Customer payments ("**Payments**"), as set forth herein, to Client. Client will inform Customers that they may make Payments to Client through Western Union, including Western Union agent ("**Agent**") locations, or other Western Union Payment channels including, as applicable, Western Union internet, mobile, telephone or other functionality. In order to initiate a Payment, Customers must provide Western Union with: (a) the account number to which the Payment is to be credited and (b) funds equal to the amount to be credited on the Customer's account, plus Western Union's fee ("**Service Fee**"), (c) if applicable, a designation of Customer's desired speed of Payment delivery, and (d) such other information as Western Union or the Agent may reasonably request. Each Customer must also agree to the Western Union terms and conditions applicable to the Service (e.g. those terms and conditions set forth on the appropriate Western Union Send Form, website or IVR).
2. In addition to the Service described in Section 1, Western Union, in coordination with its affiliates, may provide the online banking service ("**Online Banking Service**") to Client to enable the delivery of bill payments from or through online banking portals. Customer Payments that are initiated through the Online Banking Service will be integrated into Client's Service Payments and processed, delivered, and settled by Western Union in a manner operationally consistent with the terms of this Agreement. Western Union will not charge Client or Customers a fee for Payments processed through the Online Banking Service. Online Banking Service payments may result in a charge to the Customer from the Customer's bank.
3. Western Union will remit Payment funds to Client on the second day following (but not including) the day of the transaction by means of an Automated Clearing House ("**ACH**") electronic transfer credit (a wire transfer will be used for Clients located outside of the United States) to the bank account designated by Client. QuickPay Service transactions are subject to conversion to the Client's bank account, currency at Western Union's standard commercial conversion rate. If the currency in which Client is paid is different from the currency in which a Customer remits payment, Western Union will convert the value of the Payment to Client's currency at an exchange rate set by Western Union. This exchange rate may be less advantageous to Client than exchange rates available elsewhere. Any profit derived from the exchange of currencies may be retained by Western Union.
4. Client shall only use the Services to collect funds owed to Client by Customers. For example, if the Client is a bank, the Client may use the Services to collect mortgage or other loan payments or credit card payments. The Client shall not use the Services to receive payments for (a) stocks, bonds, securities, mutual fund shares or other investments; (b) insurance products with investment or cash accumulation features; (c) deposit into any account maintained at the Client, whether by the remitting Customer or otherwise (other than the Client's own accounts maintained to service loans to its Customers); (d) credit to stored value cards, debit cards or other instruments or accounts whereby funds may be made available to Customers or others through ATM (automatic teller machine) networks; or (e) for gambling (including, without limitation, betting on sporting events) to or from the United States or any other jurisdiction where such transmission may be illegal or regulated.
5. Client represents and warrants to Western Union that Client holds all licenses, permits and other authorizations necessary for Client to perform its business and receive funds through the Services. Client is responsible for ensuring that its use of the Services are in compliance with all applicable laws, including, without limitation, laws intended to prevent money-laundering, gaming and laws intended to protect consumers against unfair debt collection. The techniques and processes of the Services shall not be disclosed by Client to any third-party except with Western Union's prior written consent, or except as may be required by law. Client shall be responsible for all taxes associated with the Services and/or any Payment transaction and/or the transfer of any funds performed hereunder, including, without limitation, withholding taxes, value added taxes, sales taxes and use taxes. If it is determined that Western Union may owe any such taxes, Client shall promptly reimburse Western Union therefor.
6. Client may change their banking designation by giving fourteen (14) business days' notice Western Union. Western Union shall notify Client of Payments received by Customers via (a) daily fax recap report (b) daily email recap report to Client's contact or (c) a designated web site provided by Western Union. The Payment information for Customers shall be in a format mutually approved by Client and Western Union. Western Union shall provide training of Client's personnel in the processing and handling of Service transactions. Client and Western Union shall work together to develop an appropriate training program.
7. Western Union shall be responsible for responding to and resolving inquiries and complaints from Customers arising out of the Service. Client will cooperate with Western Union in resolving such inquiries and complaints. Client shall be responsible for resolving any inquiries or complaints other than those caused by Western Union or the Service.
8. Western Union agrees to keep any confidential data supplied by Client about its Customers confidential and to make no disclosure thereof to any third party, except as required by law. For purposes of this Section 8, the names and addresses of Customers when supplied to Western Union by the Customer as well as information collected by Western Union in effecting transactions for Customers shall not be deemed confidential information of Client.
9. Client agrees that it shall not either directly or indirectly disclose, disseminate or otherwise make available to any third party, any related policies, procedures, systems or processes of Western Union, any information concerning Western Union's Agent network or any information regarding the Client's transaction volume, except as required by law.

10. Client shall comply (and shall cause its employees, agents, and subcontractors to comply) with all laws, orders, rules and regulations applicable to Client's business, including but not limited to, the Fair Debt Collection Practices Act. Any act or omission in violation of any such law, order, rule or regulation shall constitute a material breach of this Agreement. Client represents and warrants that all information disclosed to Western Union in connection with this Agreement for Services, is true, accurate and complete. This representation and warranty shall be deemed an ongoing representation and warranty from Client.

11. Western Union's sole responsibility for damages for error, delay, or nonpayment, whether or not caused by negligence (apart from Western Union's responsibility to collect the principal amount from Customer), shall be limited to a refund of the Service fee to the affected Customer, and Western Union shall have no liability therefor to Client. Under no circumstances will Western Union be liable to Client or Customers for indirect, incidental, special, exemplary or consequential damages, whether or not either Party knew or had reason to know that they might be incurred.

12. In case of any overpayment by Western Union to Client, for any reason, Client agrees to promptly, upon request, refund the overpayment to Western Union. Client also agrees to promptly, upon request, reimburse Western Union for any duplicate payments, any payments refunded to Customers by Western Union or any incorrect payments. Client may cancel or refuse a Payment received from one of its Customers by notifying Western Union by telephone, no later than the next business day following Client's receipt of the Payment, of Client's desire to cancel or refuse the Payment; Western Union will arrange for the cancellation of the Payment and will refund the principal amount to Customer. If Client fails to provide the required notice, Client shall deposit the Payment into Client's account and make good faith refund arrangements with Customer separately. Western Union, at its option, may deduct any overpayment, duplicate payment, any payment returned to a Customer or any other incorrect payment from future payment amounts transmitted by Western Union to Client hereunder and promptly notify Client of any such deductions.

13. The initial term ("**Initial Term**") of this Agreement shall be one (1) year from the start of Service date and continue for successive additional one (1) year renewal terms unless terminated as herein provided. Either Party may terminate this Agreement by providing to the other Party ninety (90) days prior written notice prior to the end of the then existing term. Western Union may terminate or suspend this Agreement or the Service to Client at any time without notice if Western Union determines in its sole discretion that Client or any Customer is using the Service to transmit funds: (a) for gambling (including, without limitation, betting on sporting events) to or from the United States or any other jurisdiction where such transmission may be illegal or regulated; (b) to purchase or sell stocks, bonds, securities, mutual fund shares or other investments; (c) insurance products with investment or cash accumulation features; (d) in any way which may violate anti-money-laundering laws of the United States or any jurisdiction to or from which the money is transmitted; (e) for credit to any entity other than Client; (f) for any other purpose which may violate applicable law, banking regulation or Western Union policy. Western Union may also terminate this Agreement, or suspend its performance hereunder or the Service, without notice to Client if Western Union determines that any information provided by Client is false or misleading or that Client has breached or defaulted under any term of this Agreement.

14. Western Union and Client are acting as independent contractors not joint venturers, and neither is the partner, employee, employer or agent of the other. Each term and condition herein is severable from the others, and if any term or condition of this Agreement is unenforceable, the remaining terms and conditions shall nevertheless remain in force. Western Union, Quick Collect, QuickPay and other marks and indicia used herein are registered trademarks of Western Union and/or its affiliates in the United States and elsewhere and may not be used without Western Union's written permission.

15. This Agreement, together with the exhibits, schedules, or other documents attached hereto, represents the entire agreement of the Parties with respect to the subject matter hereof, and may be modified or amended only in writing signed by duly authorized representatives of the Parties to be bound thereby. Email exchanges between the Parties do not constitute an amendment to the Agreement. Client may not assign or otherwise transfer its rights and obligations pursuant to this Agreement without Western Union's prior written consent. Nothing set forth in this Agreement shall affect, diminish or impair Western Union's rights with regard to any contract or agreement with any Customer, including those concerning Service transactions. Western Union may, in its sole discretion, refuse service to any person or entity.

DATE: October 10, 2017

THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS

RE: Approval of Termination of Agreement with Western Union

MOTION:

To approve termination of the Payment Services Agreement dated 04-04-16 between Williamson County (Williamson County Attorney's Office Hot Check Division) and Western Union by providing written notice of termination pursuant to the terms of the Agreement.

Commissioners Court - Regular Session**29.****Meeting Date:** 10/10/2017

Discuss, consider and take appropriate action regarding Axon/Taser 60 Program Agreement and authorize County Judge to sign all related documentation.

Submitted By: Mark Birchard, Constable Pct. #4**Department:** Constable Pct. #4**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding Taser 60 Lease Agreement for Constable Precinct 4 and authorize County Judge to sign all related documentation.

Background

We have been provided by Taser (Axon) the ability to replace all of our Tasers and Lease new ones over 60 months. This agreement provides the Tasers Batteries, Cartridges, Holsters, and includes warranties for the period, etc. They will replace used cartridges, batteries and service the Tasers at no cost as needed over the 60 month period. They are allowing us a trade in (in this case destroy current inventory). The newest Tasers we have are 4-5 years old (some much older) and are at the end of useful life now. This includes many that are not functioning at all. To purchase or buy replacements would cost over \$2000/unit for Taser, holster and all accoutrements. This results in a cost savings of several hundred dollars, and spreads the cost out over 5 years. I have attached the contract for review. Ashlie Koenig was in support of the program, and we have budgeted accordingly. This contract price was passed in the new budget to fund this program.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Axon/Taser 60 Contract](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mark Birchard

Final Approval Date: 10/04/2017

Reviewed By

Wendy Coco

Date

10/04/2017 08:11 AM

Started On: 10/03/2017 03:34 PM

Axon Enterprise, Inc.*Protect Life.*

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: 888-843-4309

Mark Birchard
(512) 352-4181
mbirchard@wilco.org

**Quotation**

Quote: Q-108696-2
Date: 10/3/2017 9:45 AM
Quote Expiration: 11/30/2017
Contract Start Date*: 10/3/2017
Contract Term: 5 years

AX Account Number:
111125

Bill To:
Williamson County Constable Pct. 4 - TX
412 Vance, Suite 3
Taylor, TX 76574
US

Ship To:
Mark Birchard
Williamson County Constable Pct. 4 - TX
412 Vance, Suite 3
Taylor, TX 76574
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Colin Fine	480-463-2167	cfine@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Taser 60 Unlimited Year 1

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	USD 176.49	USD 176.49	USD 176.49	USD 0.00
10	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	85705	TASER 60 YEAR 1 PAYMENT: X26P UNLIMITED	USD 372.00	USD 3,720.00	USD 1,000.00	USD 2,720.00
9	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	11504	HOLSTER, BLACKHAWK, LEFT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	11010	XPPM, BATTERY PACK, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	44203	CARTRIDGE - 25' HYBRID	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Taser 60 Unlimited Year 1 Total Before Discounts:						USD 3,896.49
Taser 60 Unlimited Year 1 Discount:						USD 1,176.49
Taser 60 Unlimited Year 1 Net Amount Due:						USD 2,720.00

Year 2 Due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
10	85706	TASER 60 YEAR 2 PAYMENT: X26P UNLIMITED	USD 372.00	USD 3,720.00	USD 0.00	USD 3,720.00
Year 2 Due 2018 Total Before Discounts:						USD 3,720.00
Year 2 Due 2018 Net Amount Due:						USD 3,720.00

Year 3 Due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
10	85707	TASER 60 YEAR 3 PAYMENT: X26P UNLIMITED	USD 372.00	USD 3,720.00	USD 0.00	USD 3,720.00
Year 3 Due 2019 Total Before Discounts:						USD 3,720.00
Year 3 Due 2019 Net Amount Due:						USD 3,720.00

Year 4 Due 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
10	85708	TASER 60 YEAR 4 PAYMENT: X26P UNLIMITED	USD 372.00	USD 3,720.00	USD 0.00	USD 3,720.00
Year 4 Due 2020 Total Before Discounts:						USD 3,720.00
Year 4 Due 2020 Net Amount Due:						USD 3,720.00

Year 5 Due 2021

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
10	85709	TASER 60 YEAR 5 PAYMENT: X26P UNLIMITED	USD 372.00	USD 3,720.00	USD 0.00	USD 3,720.00
Year 5 Due 2021 Total Before Discounts:						USD 3,720.00
Year 5 Due 2021 Net Amount Due:						USD 3,720.00

Subtotal	USD 17,600.00
Estimated Shipping & Handling Cost	USD 181.20
Grand Total	USD 17,781.20

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

TASER 60 Sales Terms and Conditions

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <http://www.axon.com/legal>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:

Date:

Name (Print):

Title:

PO# (if needed):

Quote: Q-108696-2

Please sign and email to Colin Fine at cfine@taser.com or fax to 888-843-4309

THANK YOU FOR YOUR BUSINESS!

'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S.
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Commissioners Court - Regular Session**30.****Meeting Date:** 10/10/2017

Awarding RFP 1707-176 River Ranch County Park Interpretive Center Exhibit Design

Submitted For: Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding RFP# 1707-176, Interpretive Center Planning & Exhibit Design for the River Ranch County Park to Erin McClelland Museum Services and authorizing execution of the service contract.

Background

The Purchasing Department solicited proposals for interpretive planning and exhibit design at the River Ranch County Park. The RFP was viewed by sixty-two (62) firms. Four (4) proposals were received and evaluated by an evaluation committee. From the initial four (4) proposals, two (2) were determined qualified for interviews. After interviewing the two (2) finalists, the decision was made by the committee to enter into contract negotiations with Erin McClelland, who is recommended for contract award. The awarded contract has a total value of \$249,445.00 of which \$193,305.00 will be paid from grant funds with the remaining \$56,140.00 to be paid from non-grant funded sources.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Service Contract](#)
[score sheet](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 10/05/2017

Reviewed By

Randy Barker
Wendy Coco

Date

10/05/2017 08:36 AM
10/05/2017 08:52 AM
Started On: 10/04/2017 07:38 AM

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
RFP #1707-176
(Interpretive Planning & Exhibits
River Ranch County
Park Interpretive Center)**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Erin McClelland d/b/a Erin McClelland Museum Services**, (hereinafter “Service Provider”), with offices located at 12002 Rosethorn Dr., Austin, TX 78758 (phone no. 512-694-3221). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Revised Price Sheet (dated September 25, 2017), set forth in response to Williamson County's RFP #1707-176, and such response is incorporated herein as if copied in full. The amount of \$193,305.00 in grant funds is earmarked for: signage and exhibit and display development, while an additional \$56,140.00 is for professional services and paid from non-grant fund sources. **The grand total and not-to-exceed amount under this agreement is \$249,445.00, unless amended by a change order and approved by the Williamson County Commissioners Court.**

Payments shall be made in accordance with the following payment plan, although the full amount may be invoiced if all milestones set below have been accomplished:

Payment Event	Project Cost Payable	Funding Source
Phase 1: Concept Design	\$21,196.00	Professional Services P315
Phase 2: Design Development	34,944.00	Professional Services P315
Phase 3: Pre-Production/Design	21,940.00	Grant # 365P Award 365A 2.2 construction
Phase 4: Fabrication	155,365.00	Grant # 365P Award 365A 2.2 construction

Phase 5: Installation of Exhibits	14,500.00	Grant # 365P Award 365A 2.2 construction
Phase 6: Closeout/Commencement of Operational Use	1,500.00	Grant # 365P Award 365A 2.2 construction

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in Williamson County's RFP #1707-176 and Service Provider's response, which are incorporated herein as if copied in full.

VII.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- 1) Williamson County's RFP #1707-176;
- 2) Service Provider's Response, dated August 21, 2017 (supplemented September 25, 2017 with revised pricing information); and

3) Williamson County's Vendor Reimbursement Policy, as amended.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

IX.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

X.

Termination: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to

paragraph X above.

XIV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually.

XVI.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the _____ day of _____, 2017.

WILLIAMSON COUNTY:

SERVICE PROVIDER:

Authorized Signature

Authorized Signature

EVALUATION - Interpretive Center
RFP # 1707-176

Evaluation Criteria	Maximum Score Points	Southwest Museum Services	Building Four Fabrication LLC	Erin McClelland	Debi Van Zyl	
Demonstrated Experience & Qualifications	40	34	35	40	36	
Project Approach & Narrative	25	19	18	21	19	
Compensation & Fees	35	32	30	30	26	
TOTAL	100	85	83	91	81	

Voting Member

Signature

Commissioners Court - Regular Session**31.****Meeting Date:** 10/10/2017

Awarding IFB 1708-188 Asphalt Emulsions

Submitted For: Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB # 1708-188 for Emulsions to the lowest and best bidders Ergon Asphalt, P2 Emulsions and Wright Asphalt.

Background

This IFB was viewed by 32 firms. After thorough evaluation of the three (3) bids received, Road & Bridge is recommending award of Emulsions to Ergon Asphalt, P2 Emulsions and Wright Asphalt. Ergon will be the primary vendor of items 1-7; P2 will be the primary vendor of item 8 and tertiary vendor of item 6; and Wright Asphalt will be the secondary vendor of items 3, 4, 6 and 8. No secondary vendor will receive award on items 1, 2, 5 and 7.

Fiscal Impact

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

AttachmentsRecommendation LetterEvaluation

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 10/05/2017

Reviewed By

Randy Barker
Wendy Coco

Date

10/05/2017 08:47 AM
10/05/2017 08:52 AM
Started On: 10/04/2017 02:54 PM



October 4, 2017

Mr. Randy Barker
Director/Purchasing Agent
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Bid number: 1708-188 - Emulsions

After reviewing all of the pertinent information it appears that Ergon Asphalt submitted the lowest responsible bid for 1708-188 bid, Emulsions. I recommend to the Williamson County Commissioner's Court, they award Ergon Asphalt as primary vendor for all emulsion items 1-7, Wright Asphalt secondary for all items that they bid, and P2 Emulsions tertiary for all items that they bid. I also recommend they award P2 Emulsions as primary vendor for item 8 and Wright Asphalt as secondary.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, reading 'J. Terron Evertson'. The signature is fluid and cursive, with a large initial 'J' and a long, sweeping underline.

J. Terron Evertson, PE
County Engineer
Williamson County
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626

Williamson County Bid Form - Asphalt Emulsion

Item #	Description	Estimated Quantity	Unit	Wright Asphalt	Ergon Asphalt	P2 Emulsions
1	HFRS-2	15000	GAL	NO BID	\$1.72	NO BID
2	HFRS-2P	550000	GAL	NO BID	\$1.90	NO BID
3	CRS-2	5000	GAL	\$1.66	\$1.74	NO BID
4	CHFRS-2P	152000	GAL	\$1.81	\$1.91	NO BID
5	SS-1	60000	GAL	NO BID	\$1.72	NO BID
6	CSS-1H	10000	GAL	\$1.51	\$1.73	\$2.69
7	AEP	60000	GAL	NO BID	\$2.27	NO BID
8	Hard Residue Surface Sealant	40000	GAL	\$2.73	NO BID	\$2.57

Primary

Secondary

Tertiary

Commissioners Court - Regular Session**32.****Meeting Date:** 10/10/2017

Microsoft Premier Support Services

Submitted For: Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the annual agreement for the Microsoft Premier Support Services per DIR contract DIR-TSO-3781, for the term of November 1, 2017 - October 31, 2018 with Microsoft Corporation in the amount of \$45,536.

Background

Microsoft offers Microsoft Master Services through this contract which is available for state and local government usage. Available services include: Premier Support Services (support account management, workshops, problem resolution support, support assistance, and information services) and Technical Services (technical consultants). DIR contract expiration date 5/2/21.

Fiscal Impact

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

AttachmentsMicrosoft Premier Support ServicesState of Texas contract with Microsoft Corporation

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Dianne West
Final Approval Date: 10/05/2017

Reviewed By

Randy Barker
Wendy Coco

Date

10/05/2017 08:31 AM
10/05/2017 08:52 AM
Started On: 10/04/2017 03:08 PM

DIR-TSO-3781

Appendix E

MICROSOFT PREMIER SUPPORT SERVICES DESCRIPTION

(Microsoft Affiliate to complete)

Services Description Number

(For Microsoft Internal Purposes Only)

MSL Number

This services description ("**Services Description**") is made pursuant to the State of Texas Department of Information Resources Contract for Services # **U5228634** (the "**Agreement**") effective as of **05/02/2017**, which is incorporated herein by this reference. In this Services Description "**You**", "**Your**" or "**Customer**" means the undersigned customer or affiliate and "**We**", "**Us**," or "**Our**" means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement.

Customer Invoice Information

Name of Customer

Williamson County

Contact Name (this person receives invoices under this Services Description unless otherwise specified on Your purchase order.)

Jim Daniels

Name of Customer or Affiliate that executed the Agreement if different than the undersigned

Street Address

301 SE Inner Loop, Suite 105

Contact E-mail Address

jdaniels@wilco.org

City

Georgetown

State/Province

TX

Phone

512-943-1485

Country

USA

Postal Code

78626

Fax

Invoicing

Premier Support is a non-refundable, prepaid service. We must receive a purchase order, check, or other acceptable form of payment before We provide Premier Support services ("Services"). If You issue a purchase order, we will invoice You, and You agree to pay Us within 30 calendar days of the date of Our invoice. We reserve the right to adjust Our fees prior to entering into any new Fee and Named Contacts Schedule(s).

Term

This Services Description will commence on 11/01/2017 (the "Commencement Date") and will expire on 10/31/2018 (the "Expiration Date"), unless otherwise extended by a subsequent FNCS.

By signing below the parties agree to be bound to the terms of the Agreement and this Services Description.

Customer

Name of Customer (please print)

Williamson County

Signature

Name of person signing (please print)

Title of person signing (please print)

Date

Microsoft Affiliate

Name

Microsoft Corporation

Signature



Name of person signing (please print)

David T. Gallagher

Title of person signing (please print)

Director of Contracts

Date

10-2-17

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Appendix E

PREMIER SUPPORT SERVICES**1. OVERVIEW.**

This Services Description describes the Services available for purchase. It also sets forth the parties' responsibilities and the prerequisites and assumptions associated with the Services. The Services focus on the following key areas:

Service Delivery Management from an assigned Microsoft resource ("Services Resource") helps build and maintain the service improvement roadmap with Your management and service delivery staff and helps You plan the specific Services to meet Your business requirements. Services Delivery Management may also be referred to as Support Account Management.

Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for advisory assistance, development and deployment issues.

Designated Support Engineering provides product specific support direct from a Microsoft professional on a part-time or full-time basis.

Workshops and Events help You prevent problems, increase system availability and create solutions based on Microsoft technologies.

Information Services provide Your staff with the latest knowledge and information on Microsoft technologies to enhance Your in-house support capabilities.

Problem Resolution Support provides assistance for problems with specific symptoms encountered while using currently supported Microsoft products, where there is a reasonable expectation that the problem is caused by Microsoft products.

2. AVAILABLE SERVICES.

You may purchase any combination of the following Services, subject to certain minimum requirements. The Services You purchase, and the associated fees will be set forth in an attached Fee and Named Contacts Schedule(s). The complete list of Services below may not be available in all countries. For a detailed list of Services available outside the United States, please contact Your Services Resource.

2.1 Service Delivery Management. The Service Delivery Manager (referred to as a "Technical Account Manager" or "TAM" in most geographies) orchestrates the management and delivery of Microsoft Premier Support services. This Service Delivery Management includes planning to assess Your current state of IT, building a plan to address improvement points and working with You to attain the desired state of Your IT operations. Service Delivery Management also incorporates monitoring and managing the quality and timeliness of other Premier Support Services. TAMs also serve as the consolidation point for Your feedback regarding the Service to other Microsoft groups. TAMs can be Pooled, Designated or Dedicated determined by the level of Your engagement with us. "Pooled" refers to services provided by a team of TAMs, "Designated" refers to a single TAM who serves multiple accounts, and "Dedicated" refers to a single TAM who serves a single account.

- a. **Service Introduction.** At the beginning of the contract period, the TAM will organize one or more Service Introduction sessions with You. The goal of this session is to introduce the service to whoever is going to use it, explain how to select and plan Support Assistance services, show how to log assisted break-fix support requests, also known as incidents, and

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demonstrate available tools. In the session, the TAM will start collecting the information which will form the basis of the follow-up Service Delivery Planning session.

- b. **Service Delivery Plan.** The Service Delivery Plan ("SDP") forms the basis of Your Premier Support Services. It is here that the TAM will draw up a customized service plan specific to Your needs. The TAM will conduct a session for Your team authorized to make decisions about Your IT-operations objectives, current issues and projects. You will then determine how and when Services are to be applied through joint consultation with Us. At the end of this session, You will have an SDP which the TAM will monitor and adjust based on Your needs throughout the term.
- c. **Service Reviews.** On an ongoing basis, the TAM will review the past period's services, report to You on what has been delivered, improved, monitor Your satisfaction levels and discuss any actions or adjustments which may be required. These reviews may consist of standard status reports, virtual, or onsite status meetings. Customized reporting is also available; however, this may require an additional order, determined by the level of Service Delivery Management included in Your purchased services.
- d. **Critical Security Support Advice.** The TAM will notify You of critical Microsoft Security Bulletins. If You have a Designated or Dedicated TAM, Your TAM will help You assess the impact of this information to Your IT infrastructure.
- e. **Incident Management.** The TAM will provide oversight of support incidents to drive timely resolution and high quality of support delivery.
- f. **Crisis Management.** During situations where You experience critical business impacts, TAMs and Critical Situation Managers coordinate Microsoft's Critical Situation response providing 24x7 issue ownership and update communications to You as appropriate for the severity of the incident.
- g. **Proactive Services Maturity Review.** The Proactive Services Maturity Review is an initial method for identifying potential problems with Your IT operations helping build an actionable plan to reach the desired state of Your IT operations increasing the value of Your investment in Microsoft technology. This service is available to You if You have a Designated or Dedicated TAM.
- h. **Remediation Planning.** The TAM may consolidate actions for improvement prompted by the findings of proactive assessments conducted. This will provide a basis for the creation of overall improvement advice and a Remediation Plan. Follow up takes place through the scheduled Service Reviews. This service is available to You if You have a Designated or Dedicated TAM.
- i. **Microsoft Product/Online Services Lifecycle Awareness.** The TAM may provide You with regular reports on developments within the Microsoft organization and shall advise You on any updates around Microsoft product lifecycle or roadmap which may be applicable to Your organization and may provide benefits for Your organization. This service may be available to You if You have a Designated or Dedicated TAM.
- j. **Incident Trend Analysis & Advice.** The TAM may provide one or more reviews of Your incident history. The focus of the TAM in this review will be on people, process and technology aspects of high business impact incidents logged with Us involving any supported Microsoft technology. The outcome of the review will be recommendations on operations improvement activities, people readiness or technology changes, all focused on the objective of helping You lower Your IT operations costs. This service may be available to You if You have a Designated or Dedicated TAM.
- k. **Process Guidance.** The TAM may provide basic information on recommended practices related to the Information Technology Infrastructure Library ("ITIL") and/or the Microsoft Operations Framework ("MOF"). This service may be available to You if You have a Designated or Dedicated TAM.

2.2 Support Assistance. Support Assistance provides short-term advice in relation to Microsoft products to help You minimize future support incidents and other problems before they result in end users impacted. Support Assistance may include advice and guidance in relation to infrastructure, development and deployment issues. Your Services Resource will work with You to scope and determine Your specific Support Assistance needs.

The following are types of Support Assistance that can be utilized under this Services Description:

- a. **Reviews.** A review is an assessment of a specific system, application, operations process or architecture to address, development, deployment, and supportability issues for current or planned implementations of Microsoft technologies. These technical and operational engagements are designed to proactively assess and mitigate risk to prevent/minimize issues, as well as, optimize operations health based on Our recommended practices. Each review is individually scoped

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and estimated prior to scheduling resources, and a written report is produced to document findings and recommendations.

- b. **Development Support Assistance.** Development Support Assistance helps You in Your creation and development of applications on the Microsoft platform that integrate Microsoft technologies. Development Support Assistance specializes in Microsoft development tools and technologies.
- c. **Advisory Services.** Advisory Services are a consultative support option that provides support on short term (typically 6 hours or less) and unplanned issues. This service has been designed for IT professionals and developers for short engagements. Advisory Services includes advice, guidance and knowledge transfer intended to help You implement Microsoft technologies in ways that avoid common support issues and decrease the likelihood of system outages.
- d. **Root Cause Analysis.** Root Cause Analysis ("RCA") is the process through which the cause and effect relationships of an event are analyzed. You must request RCA during a support incident. RCA is only available during regular business hours and may require an additional charge.
- e. **Lab Access.** Microsoft can provide You with access to a lab facility to assist You with benchmarking, testing, prototyping, and migration activities of Microsoft products. These facilities must be scheduled in advance and are subject to availability.

Support Assistance is charged on an hourly, daily, or per Service fee depending on the type of Support Assistance requested. If not otherwise prepaid, We will deduct an appropriate number of Support Assistance hours, rounded up to the nearest hour, to cover the value of a daily rate or fixed fee Support Assistance engagement. Your Services Resource can provide You with the rates applicable to the Support Assistance services requested. If You ordered one type of Support Assistance service and wish to exchange it for another, You may apply those hours to an alternative service where available and agreed with Your Services Resource.

2.3 Designated Support Engineering. Designated Support Engineering ("DSE") is available during normal business hours and supports the specific Microsoft products/technologies You select with a focus on delivering engaged, hands-on preventative support. We will deduct Designated Support Engineering from the total number of Designated Support Engineering hours You purchased. After normal business hours, You should follow existing Premier Support procedures for initiating and escalating incidents.

Designated Support Engineering resource(s) will be allocated, prioritized and assigned as agreed upon by both parties during an engagement initiation meeting, which will be documented and delivered to You as part of Your Service Delivery Plan. The focus areas for DSE services include:

- a. **Problem Prevention and Resolution services designed to:**
 - Help You develop and implement strategies for providing proactive support to help prevent future incidents and increase availability of Your covered Microsoft technologies.
 - Help determine root cause of recurring incidents and provide recommendations to prevent further disruptions in the designated Microsoft technologies.
- b. **Technical and Business Focus designed to help You:**
 - Maintain deep knowledge of Your current and future business requirements and configuration of Your information technology environment.
 - Proactively document recommendations of the use of Premier Support related deliverables, e.g. supportability reviews, health checks, workshops, risk assessment programs, etc.
 - Help make Your deployment and operation activities consistent with Your planned and current implementations of Microsoft technologies.
 - Enhance Your support staffs' technical and operational skills.
 - Encourage and assist in the creation and maintenance of customer-specific documentation to support Your environment configuration, disaster recovery, network topology, etc. for the designated Microsoft technologies.

2.4 Workshops and Events. The goal of Workshops and Events are to provide You with technical information to assist in the supportability, development or deployment of Microsoft technologies. Additional benefits may include instruction to help reduce the number and impact of problems related to Microsoft Products which You experience.

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You may either prepay separately for Workshops and Events or, at Your request, we will deduct an equivalent amount of Your prepaid Support Assistance hours to cover the Workshops or Events You select. Workshops and Events can include the following:

- a **Workshops.** Workshops are instructor-led training sessions that emphasize Microsoft technologies. Workshops can be provided remotely, at Your facility or on location at Microsoft. If You elect to have a Workshop conducted at Your facility, We will provide You with specifications for configuring Your environment prior to the delivery of the Workshops. Workshops are individually scoped and priced depending upon the length, delivery location and material presented. Your Services Resource can provide You with a current list of available Workshops and the associated fees.
- b **Events.** Events are broad and deep technical presentations, combined with hands-on labs that provide training and facilitate Your implementations of Microsoft technologies. These Events may provide the opportunity to interact with Microsoft product groups, Premier Support development resources and Microsoft marketing contacts. Events can be provided remotely, at Your facility, or at Microsoft. Your Services Resource can provide You with information about scheduled Events.

You may not record or broadcast Workshops or Events in any manner. Any materials or sample code provided to participants in conjunction with a Workshop or Event are intended for the exclusive use of the participant.

2.5 Information Services. Information Services provide You with technical information about Microsoft products and support tools that help You to implement and operate Microsoft products in a more efficient and effective manner. The Microsoft Premier Online website provides access to the following information resources:

- Regularly updated product news flashes documenting key support and operational information about Microsoft products.
- Critical problem alerts notifying You of potentially high-impact problems.
- Web response tool for submitting and checking the status of support incidents.
- Microsoft KnowledgeBase of technical articles and troubleshooting tools and guides.

2.6 Problem Resolution Support. Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products. Problem Resolution Support can include any combination of the following services:

- a **24/7 Problem Resolution Service.** Problem Resolution Support is available 24 hours a day, 7 days a week for most severities. Requests for support may be submitted via telephone or electronically through the Microsoft Premier Online website by Your designated contacts, except for Severity 1 and A which must be submitted via telephone as set forth in this section. Problem Resolution Support is charged on an hourly basis and includes the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support issue. Problem Resolution Support is deducted from the pre-paid hours set forth in Your Fee and Named Contacts Schedule(s). In the event we deem the support issue to be a bug, we will not charge Problem Resolution hours to You. If You exhaust all prepaid hours while We are addressing a particular incident, We will charge You in arrears for Our additional efforts to address the incident. You may need to purchase additional Problem Resolution Support hours before We will respond to additional incidents.
- b **Elevated Initial Response Time.** The response time varies by severity and is the period of time that occurs between the creation of the service request and the time that the services resource communicates with You.
- c **Critical Situation and Crisis Escalation.** Problems of a Catastrophic or Critical business impact (Severity 1 or A) are deemed to be Critical Situations requiring 24x7 support from both Microsoft and You until the issue can be resolved or mitigated. Microsoft provides a Critical Situation Manager as well as technical resources both remotely and on-site as needed to assist with resolution. Critical Situation Managers are individuals that are assigned to help drive prompt resolution to the issues through proper case engagement, escalation, resourcing, and coordination. Onsite services may require an additional charge.

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- d **Third Party Support Coordination.** Microsoft is a member of TSANet and will work with You to troubleshoot the environment and the problem, to the best of our knowledge. These efforts can help You to resolve problems that are not attributed to Microsoft Products including:
- Errors caused by Your networking infrastructure, hardware, non-Microsoft software, operational procedures, architecture, IT service management process, system configuration or human error.
 - Multi-vendor coordination interoperability problems. Upon Your request, We will collaborate with third-party software suppliers to help resolve complex multi-vendor product interoperability issues. If we need to work with a third-party to solve an incident, we will attempt to do so; however, it is the responsibility of the third-party to support its product.
- e **Onsite Support.** Onsite Support will provide both reactive and proactive support for You at Your location. This service is subject to Microsoft's resource availability and may require an additional charge.
- f **Your Obligations and Definitions of Severity.** You are responsible for setting the initial severity level in consultation with Us and You can request a change in severity level at any time. The incident severity will determine the response levels within Microsoft and estimated response times and Your responsibilities. These are defined in the following table:

Severity	Situation	Our Expected Response	Your Expected Response
1 Submission via phone only	Catastrophic business impact: • Complete loss of a core business process and work cannot reasonably continue • Needs immediate attention	• 1st call response in 1 hour or less • Our Resources at Your site as soon as possible. • Continuous effort on a 24x7 basis • Rapid Escalation within Microsoft to Product teams • Notification of Our Senior Executives	• Notification of Your Senior executives • Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² • Rapid access and response from change control authority
A Submission via phone only	Critical business impact: • Significant loss or degradation of services • Needs attention within 1hour	• 1st call response in 1 hour or less • Our Resources at Your site as required. • Continuous effort on a 24x7 basis • Notification of Our Senior Managers	• Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² • Rapid access and response from change control authority • Management notification
B Submission via phone or web	Moderate business impact: • Moderate loss or degradation of services but work can reasonably continue in an impaired manner. • Needs attention within 2 Business Hours¹	• 1st call response in 2 hours or less • Continuous effort on a 24x7 basis²	• Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² • Access and response from change control authority within 4 Business Hours¹
C Submission via phone or web	Minimum business impact: • Substantially functioning with minor or no impediments of services. • Needs attention within 4 Business Hours¹	• 1st call response in 4 hours or less • Effort during Business Hours¹ only	• Accurate contact information on case owner • Responsive within 24 hours.

¹ Business Hours are generally defined as 9:00 AM to 5:30 PM Local Standard Time, excluding holidays and weekends. Business hours may differ slightly in Your country.

² We may need to downgrade the severity level if You are not able to provide adequate resources or responses to enable Us to continue with Problem Resolution efforts.

You may be required to perform problem determination and resolution activities as requested by Us. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting

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configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

You are responsible for backing up Your data and reconstructing lost or altered files resulting from catastrophic failures. You are also responsible for implementing the procedures necessary to safeguard the integrity and security of Your software and data.

2.7 Additional Services. You may purchase additional Services during the term of this Services Description at any time. The specific terms and conditions applicable to those Services, may be set forth in this Services Description, an attached Exhibit and/or Fee and Named Contacts Schedule(s). Your purchase of additional Services will be reflected in a Fee and Named Contacts Schedule(s) referencing this Services Description and will be charged at the prevailing price at the time the Fee and Named Contact Schedule is issued. If You purchase additional Problem Resolution Support hours or convert Software Assurance 24x7 Problem Resolution Support Incidents to Problem Resolution Support hours, You may also be required to purchase additional Services Delivery Management. Prior to delivering additional Services, We must be in receipt of a purchase order, check or other acceptable form of payment.

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3. PREREQUISITES AND ASSUMPTIONS.

Our delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:

- a. All Services will be provided remotely to Your locations in the United States unless otherwise set forth in writing. If locations are identified in more than one country, You will receive Services from an assigned Global Services Resource ("GSR") along with local Services Resources in each global services location. The Fee and Named Contacts Schedule(s) will describe the Services to be provided in each of Your designated global Services locations.
- b. Where onsite visits are mutually agreed and not pre-paid, We will bill You for reasonable travel and living expenses, or, at Your request we will deduct an equivalent number of Problem Resolution Support hours to cover the expenses.
- c. All Services will be provided in the spoken language of the Microsoft Services location providing Services unless otherwise agreed to by You and Us in writing.
- d. We will provide support for all United States versions of commercially released generally available Microsoft products identified on the "Product List," published by Microsoft from time to time on the World Wide Web at <http://microsoft.com/licensing/contracts> (or at a successor site that Microsoft identifies) unless otherwise set forth in a Fee and Named Contact Schedule, an Exhibit to this Services Description or specifically excluded on the Microsoft Premier Online website. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Support Phase, as defined at <http://support.microsoft.com/lifecycle> unless You have purchased such support in an Exhibit to this Services Description.
- e. Support for pre-release and beta products is not provided except as otherwise provided in an attached Exhibit.
- f. All Services, including any additional Services purchased during the term of a Fee and Named Contacts Schedule(s) shall be forfeited if not utilized during the term of the applicable Fee and Named Contacts Schedule(s).
- g. Support Assistance is dependent upon the availability of resources.
- h. We can access Your system via remote connection to analyze problems at Your request. Our personnel will access only those systems authorized by You in order to utilize remote connection assistance, You must provide Us with the appropriate access and necessary equipment.
- i. If you request cancellation of a previously scheduled service, Microsoft may choose to deduct a cancellation fee of up to 100% of the price of the service from the support agreement if the cancellation or rescheduling was done with less than 14 days' notice prior to the first day of delivery.
- j. When purchasing Problem Resolution Support, we will require a corresponding quantity of Service Delivery Management to facilitate delivery of Your Problem Resolution Support. If You purchase additional Problem Resolution Support, Support Assistance, or if You convert Software Assurance hours to Problem Resolution Support hours, You may be required to purchase additional Service Delivery Management.
- k. Additional Prerequisites and Assumptions may be set forth in relevant Exhibits.

DIR-TSO-3781**Appendix E****4. YOUR RESPONSIBILITIES.**

This section sets forth Your performance obligations under this Services Description. Our performance is predicated upon You fulfilling the following responsibilities in addition to those set forth in Section 2.6 and any applicable Exhibits. Failure to comply with the following responsibilities may result in delays of Service.

- a. You can designate named contacts as set forth in the attached Fee and Named Contacts Schedule(s), one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Your team and will manage all of Your support activities and internal processes for submitting support service requests to Us. Each contact will be supplied with an individual account number for access to the Microsoft Premier Online website, support issue submission and access to Your Services Resource. In addition to the named contacts, You may also identify two types of group contacts as follows:
 - One type of contact will receive a shared account ID that provides access to the Microsoft Premier Online website for information content and the ability to submit support requests.
 - One type of contact will receive a shared account ID that provides access to the Microsoft Premier Online website for information content only.
- b. You agree to work with Us to plan for the utilization of Services based upon the service level You purchased.
- c. You will submit requests for reviews along with any necessary/applicable data no later than 60 days prior to expiration date of the applicable Fee and Named Contacts Schedule(s).
- d. You agree to provide an internal escalation process to facilitate communication between Your management and Us as appropriate.
- e. You agree to respond to customer satisfaction surveys, We may provide to You from time-to-time regarding the Services.
- f. You agree to provide reasonable telephone and high-speed internet access, and access to Your internal systems and diagnostic tools to Our Services Resources that are required to be on-site.
- g. You are responsible for any travel and expenses incurred by Your employees or contractors.

5. OWNERSHIP AND LICENSE.

Except as otherwise set forth in an Exhibit (or attachment to an Exhibit) to this Services Description, this section governs the ownership and use rights of any computer code or other materials that may be provided under this Services Description.

a. Products.

Use of any Product is governed by the Product Use Rights specific to each Product and version and by the terms of the applicable Supplemental Agreement.

b. Fixes and Services Deliverables.

- i. **Fixes.** Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply, and if no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fixes solely for its internal use. Customer may not modify, change the file name of, or combine any Fixes with any non-Microsoft computer code.
- ii. **Pre-Existing Work.** All rights in any computer code or non-code based written materials developed or otherwise obtained by or for the parties or their Affiliates independently of this agreement ("Pre-existing Work") shall remain the sole property of the party providing the Pre-existing Work. During the performance of the Services, each party grants to the other party (and Microsoft's Contractors as

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necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other party, solely as needed to perform its obligations in connection with the Services.

Upon payment in full Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) any Microsoft Pre-existing Work provided as part of a Services Deliverable, solely in the form delivered to Customer, and solely for Customer's internal business purposes.

The license to Microsoft's Pre-existing Work is conditioned upon Customer's compliance with the terms of this agreement. "Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Services.

- ii** "Developments" means any computer code or non-code written materials (other than Products, Fixes or Pre-existing Work) developed by Microsoft or in collaboration with Customer and left with Customer at the conclusion of a Services engagement.

- 1. Upon payment in full, Microsoft grants Customer Joint Ownership in Developments, except as may be otherwise explicitly agreed to in writing. "Joint Ownership" means each party has the right to independently exercise any and all rights of ownership now known or hereinafter created or recognized, including without limitation the rights to use, reproduce, modify and distribute the Developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties.

- 2. Notwithstanding the prior paragraph, if the laws of Austria, France, Germany, Hungary, India, Poland, Switzerland, or Ukraine, apply to Services per the terms of this agreement or the determination of a court:

- A. All rights in Developments are owned by Microsoft, subject to the terms of this paragraph.
- B. Upon payment in full Microsoft grants to Customer a non-exclusive license to Developments, except as may be explicitly agreed in a Statement of Services.
- C. Customer and Microsoft may use, reproduce, and modify the Developments in all ways of use (and all future ways of use) without any accounting or payment of royalties.

- 3. Each party shall be the sole owner of any modifications that it makes based upon Developments. Customer may exercise its rights in Developments solely for its internal business operations and may not otherwise distribute them.

- iv.** Affiliates' rights. Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this agreement.

c. Non-Microsoft software and technology.

- i.** Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables. Microsoft is not a party to and is not bound by any terms governing Customer's use of non-Microsoft software or technology.
- ii.** If Customer installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it directs and controls the installation in and use of such software or technology in the Products, Fixes, and Services Deliverables through its actions (e.g., through Customer's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Customer.
- iii.** If Customer installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement.

d. Sample Code.

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Appendix E

Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use and modify any software code that Microsoft provides for purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that Customer (1) does not use Microsoft's name, logo, or trademarks to market, and includes a valid copyright notice on, Customer's software product in which the Sample Code is embedded; and (2) indemnifies, holds harmless, and defends Microsoft and its suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of the Sample Code.

e. Restrictions on use.

Customer must not:

- i. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;
- ii. reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, except where applicable law permits it despite this limitation; or
- iii. distribute, sublicense, rent, lease, lend, or host any Product, Fix, or Services Deliverable except as permitted in the applicable Supplemental Agreement, Statement of Services, the Product Use Rights, or in a separate written agreement.

f. Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

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Appendix E

6. Attachments: The following Schedule(s) and Exhibits are attached at the execution of this Services Description:

- ☒ Microsoft Premier Support Services Description Exhibit: Third Tier Support
- ☒ Microsoft Premier Support Services Description Exhibit: Designated Support Engineering
- ☒ Microsoft Premier Support Services Description Exhibit: Premier Support for Developers
- ☒ Microsoft Premier Support Services Description Schedule: Fee and Named Contacts Schedule

Microsoft Premier Support Services Description Exhibit : Third Tier Support

(For Microsoft Internal Purposes Only)

Premier Support Services Description Number

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This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Services Description.

1. **OVERVIEW.** The following Services are provided in addition to those set forth in the Services Description.

Term

This Exhibit will commence on 11/01/2017 and will expire on 10/31/2018 (the "Expiration Date") unless otherwise extended by a subsequent FNC(s).

THIRD TIER SUPPORT RESPONSIVE SERVICES. The Third Tier Support team is comprised of specialists in defined product areas who will respond to Your Problem Resolution requests, for the technologies specified in the Fee and Named Contacts Schedule(s), between the hours of 6:00 A.M. to 6:00 P.M., PST, Monday through Friday excluding holidays. Problem Resolution requests submitted to the Third Tier Support team ("Third Tier Support requests") may require resources from standard product support professionals for resolution, although the Third Tier Support team retains primary responsibility for the Third Tier Support request. Third Tier Support requests are charged on an hourly basis and will be deducted from the prepaid Third Tier Support hours set forth in the Fee and Named Contacts Schedule(s).

2. **PREMIER THIRD TIER SUPPORT PREREQUISITES AND ASSUMPTIONS.** In addition to those prerequisites and assumptions outlined in Section 3 of Your Services Description, Our delivery of the Services outlined in this Exhibit are based upon the following Prerequisites and Assumptions:

- a. The Third Tier Support Team will only provide support for the predefined set of Microsoft technologies defined in the Fee and Named Contacts Schedule(s).

Microsoft Premier Support Services Description Exhibit: Dedicated Support Engineering (DSE)

(For Microsoft Internal Purposes Only)
Premier Support Services Description Number

(For Microsoft Internal Purposes Only)
Exhibit Number

This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Services Description.

Term

This Exhibit will commence on 11/01/2017 and will expire on 10/31/2018 (the "Expiration Date") unless otherwise extended by a subsequent FNC(s).

1. **OVERVIEW:** The following Services are provided in addition to those set forth in the Services Description:
2. **DEDICATED SUPPORT ENGINEERING:** Dedicated Support Engineering is available during normal business hours (defined below) and supports the specific Microsoft products/technologies designated in Your Fee and Named Contact Schedule(s) with a focus on delivering engaged, hands-on preventative support. Dedicated Support Engineering hours are deducted from the total number of Dedicated Support Engineering hours designated in your Fee and Named Contacts Schedule(s). Normal business hours are defined as 8AM to 5PM in the local time where the DSE resources are located, Monday through Friday excluding holidays. After normal business hours, You should follow existing Premier Support procedures for initiating and escalating incidents. Your Technical Account Manager will engage Your Dedicated Support Engineering resource(s) after normal business hours for critical situations as needed.
3. **DELIVERABLES:** Dedicated Support Engineering resource(s) will be allocated, prioritized and assigned as agreed upon by both parties during an initial engagement kick-off meeting, which will be documented and delivered to You in a Premier Service Delivery Plan. The focus of the DSE Services include but are not limited to:
 - a) **Problem Prevention/Incident Resolution designed to:**
 - Supplement the current Microsoft Premier Support engagement through delivery of timely and high-quality problem prevention/incident resolution, both directly and working in conjunction with Microsoft internal customer support resources.
 - Work in conjunction with Microsoft internal customer support resources to act as a 'catalyst' for incident resolution that are within the Dedicated Support Engineering resources' products/technologies skill sets.
 - Develop and implement strategies for providing proactive support resulting in fewer incidents, increased availability of Your covered Microsoft products/technologies, and supportable deployments.
 - Commercially reasonable attempts will be made to determine root cause of recurring incidents and provide recommendations to prevent further disruptions in the designated Microsoft products/technologies.
 - b) **Technical/Business Focus designed to:**
 - Maintain deep knowledge of Your current and future business requirements and configuration of Your information technology environment to provide high quality focused support.
 - Proactively document recommendations of the use of Premier Support related deliverables, e.g. supportability reviews, healthchecks, workshops, risk assessment programs, etc. to improve the

operational health of the designated Microsoft products/technologies deployed in Your environment.

- Ensure deployment and operation activities are consistent with Your planned and current implementations of designated Microsoft products/technologies.
- Ensure maximum possible knowledge transfer to enhance Your support staffs' technical and operational skills for the designated Microsoft products/technologies.
- Encourage and assist in the creation and maintenance of customer-specific documentation to support Your environment configuration, disaster recovery, network topology, IT/Operations scorecard, etc. for the designated Microsoft products/technologies.

c) *Integration of Work designed to:*

- Ensure tight integration of their work with that of Your assigned Technical Account Manager to ensure coordinated service delivery.
- Develop a relationship with any Microsoft resource(s) at Your site, resulting in more participation in project planning and thus improved operational health on the designated Microsoft products/technologies.

Microsoft Premier Support Services Description Exhibit: Premier Support for Developers (PSFD)

(For Microsoft Internal Purposes Only)
Premier Support Services Description Number

(For Microsoft Internal Purposes Only)
Exhibit Number

This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Services Description.

Term

This Exhibit will commence on 11/01/2017 and will expire on 10/31/2018 (the "Expiration Date") unless otherwise extended by a subsequent FNC(s).

1. **OVERVIEW:** The following Services are available in addition to those set forth in the Services Description:

PREMIER SUPPORT FOR DEVELOPERS (PSFD): PSFD Services are focused at developers who are building, deploying and supporting applications on Microsoft's platform. PSFD Services consist of Support Account Management, as described in Section 2.1, provided by an assigned Application Development Manager (ADM) and Support Assistance, as described in Section 2.4 of Your Services Description, provided by Your Application Development Manager (ADM) (with assistance from other Microsoft engineering resources as necessary). Your Application Development Manager (ADM) is focused on delivering strategic advice on development and testing methodologies and on development issues encountered while using Microsoft products. PSFD Services are available during normal business hours. Normal business hours are defined as 8AM to 5PM in the local time where the Application Development Manager (ADM) resources are located, Monday through Friday excluding holidays.

2. **PREREQUISITES AND ASSUMPTIONS.** In addition to those prerequisites and assumptions outlined in Section 3 of Your Services Description, Our delivery of the Services outlined in this Exhibit are based upon the following Prerequisites and Assumptions:

- a. The only source code to which You may provide Us access is Microsoft code or code You own. Regarding such code, Our Services will be limited to review of the code for the purposes of problem isolation, interoperability analysis and the development of advice and guidance We provide to You under the Services Description and this Exhibit. Our modification of such source code for any reason is outside the scope for these Services.
- b. Except as provided in 2.a. above, You agree not to provide Us with access to non-Microsoft source code or source code information. For any such non-Microsoft code, Our Services will be limited to analysis of binary data such as a process dump or network monitor trace for problem isolation purposes only.
- c. PSFD Services consist of advice and guidance only. No code based Services Deliverables will be provided under this Exhibit except for Sample Code, which is addressed in Your Services Description.
- d. Except as expressly set out in the Services Description and this Exhibit, we are not obligated to assist You in resolving any issue that is caused by non-Microsoft products(s).

3. **FEES.** Fees associated with this Exhibit will be reflected in Your Fee and Named Contact Schedule(s).

Microsoft Premier Support Services Description Schedule:

Fee and Named Contacts

Texas DIR website

(Contract# DIR-TSO-3781)

http://www2.dir.state.tx.us/ict/contracts/Pages/Details.aspx?dir_contract_number=DIR-TSO-3781

(Microsoft Affiliate to complete)

**Premier Support Services Description
Number**

(Microsoft Affiliate to complete)

Schedule Number

REN_001471120/1879431503

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. Regardless of any terms and conditions contained in any purchase order, the terms of this Schedule apply.

Term

This Schedule will commence on 11/01/2017 (the "Commencement Date") and will expire on 10/31/2018 (the "Expiration Date").

1. **PREMIER SUPPORT SERVICES AND FEES.** The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

Services Summary	Total Price (US\$)
Country: United States	\$45,536
Total Amount Due	\$45,536

Country: United States (Premier Support Foundation vNext)
- Up to 80 hours of Service Delivery Management - Up to 40 hours for Problem Resolution Support or Remote Support Assistance 1 RAP as a Service Plus (RaaS+) based on any current technology available at the time of scheduling 1 User Subscription to the Workshop Library On-Demand 2 days of Custom Proactive Onsite

*All registration requirements for Workshops and Events must be completed by You no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name: Mary Coward
Address: Microsoft Corporation (Attn: Mary Coward)
v-macowa@microsoft.com
Phone: 800-285-9915
Fax: 425-708-0108

3. Customer Named Contacts

Existing contacts will be carried forward from the previous Term.

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Vendor Contract No. V5228634

**STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES**

CONTRACT FOR SERVICES

MICROSOFT CORPORATION

1. Introduction

A. Parties

This Contract for Services ("Contract") is entered into between the State of Texas ("State"), acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Microsoft Corporation ("Vendor"), with its principal place of business at One Microsoft Way, Redmond, Washington, 98052-7329.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-250, on August 29, 2016, for Microsoft Master Services Agreement. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-250 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Microsoft Consulting Services Work Order; Appendix E Microsoft Premier Support Services Description; Appendix F Technical Services Descriptions; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-250, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-250, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be two years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend this Contract, by amendment, for up to two optional one-year terms. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

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3. Service Offerings

Services available under this Contract are limited to Microsoft Technical Services and Microsoft Premier Support Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their services offering; however, any changes must be within the scope of the RFO and services awarded based on the posting described in Section 1.B above. Vendor may not add services which were not included in the Vendor's response to the solicitation described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 7, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is 0.75 percent (0.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor, and DIR and Vendor agree to execute a Contract amendment to document same.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4000
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:

Kevin Hartley, Assistant General Counsel
Microsoft Corporation
5404 Wisconsin Avenue
Chevy Chase, Maryland 20815
Phone: (301) 771-8254
Email: khartley@microsoft.com

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With a copy sent to:

Microsoft Corporation
Corporate, External, and Legal Affairs
One Microsoft Way
Redmond, Washington 98052
Attn: Services Attorney
Phone: (703) 673-7876
Fax: (425) 936-7329

7. **Service Agreement**

A) Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix D or Appendix E of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

B) **Conflicting or Additional Terms**

In the event that conflicting or additional terms in Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

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If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. Miscellaneous

Supportability. Vendor may add support for new products or discontinue support for existing products from time-to-time. If Vendor discontinues support for a product, Vendor will inform Customer six months in advance of the discontinuation by posting the information at <http://support.microsoft.com> or any successor site. If Vendor sells a product to another company, Vendor will give Customer notice of the sale and at the time of such notice will either (i) arrange for the other company to continue the support; or (ii) continue support itself for 90 days to give Customer time to make alternative arrangements. *For additional information regarding a product's lifecycle see: <http://www.microsoft.com/industry/government/texasdir.msp>*

There may be cases where Customer's implementation of Vendor's products cannot be effectively supported. As part of providing the support services, Vendor will notify Customer if Vendor reaches that conclusion. If Customer does not modify the implementation to make it effectively supportable within 30 calendar days after the notice, Vendor will not be obligated to provide additional support services for that implementation, however Vendor will continue to provide support for Customer's other supportable implementations covered by the statement of services.

For statements of services for support, Vendor will use commercially reasonable efforts to provide the support services for those products covered in the statement of services, provided they are validly licensed by Customer.

Warranties. Vendor warrants that all services will be performed with professional care and skill.

No Other Warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, VENDOR DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS MASTER AGREEMENT (INCLUDING ANY STATEMENT OF SERVICES THAT INCORPORATES THESE TERMS), INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND

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9. FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, SERVICE DELIVERABLES, FIXES, PRODUCTS, OR OTHER MATERIALS OR INFORMATION. VENDOR WILL NOT BE LIABLE FOR ANY SERVICE(S) OR PRODUCT(S) PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO CUSTOMER BY VENDOR UNLESS SUCH THIRD-PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER VENDORS WRITTEN STATEMENT OF SERVICES, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THIS MASTER AGREEMENT.

Independent Contractor. Vendor provides its services as an independent contractor, and will be responsible for any and all social security, unemployment, workers' compensation and other withholding taxes for all of its employees. As such, each party is free to develop its respective products independently without the use of the other's confidential information. Additionally, neither Customer nor Vendor are obligated to restrict the future work assignments of people who have had access to confidential information. Furthermore, Customer, Vendor and these people are free to use the information that these people retain in their unaided memories related to information technology, including ideas, concepts, know-how or techniques, so long as such use does not disclose confidential information of the other party in violation of Section 7 (Confidentiality). This use shall not grant either party any rights under the other's copyrights or patents and does not require payment of royalties or separate license.

Cost or Pricing Data. Vendor will not, under any circumstances, accept any statement of services that would require the submission of cost or pricing data. Vendor will, however, make available at all times its Premier Product Support and Microsoft Consulting Services U.S. Public Sector Published Price List.

Appendix A, Standard Terms and Conditions for Services Contracts.

1. **Section 4. Intellectual Property Matters** is hereby replaced with the following provisions:

The following definitions and clauses shall apply to Customer and Vendor intellectual property rights in products, pre-existing work, fixes and developments. Subject to the below terms and conditions, Customer is granted joint ownership in developments and retains all rights to its pre-existing work.

A. Definitions

1. "Developments" means any computer code or materials (other than products, fixes or pre-existing work) developed by Vendor or in collaboration with Customer which is provided to Customer in the course of performance of a statement of services;
2. "Fixes" means product fixes, modifications or enhancements or their derivatives that Vendor either releases generally, (such as commercial

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product service packs) or that Vendor provide to Customer when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds);

3. "Joint Ownership" means each party has the right to independently exercise any and all rights of ownership now known or here after created or recognized, including without limitation the rights to use, reproduce, modify and distribute the developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties;
 4. "Open Source License Terms" means license terms that require computer code to be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge;
 5. "Pre-existing Work" means computer code or materials (other than products and fixes) developed or otherwise obtained independently of the efforts of a party under a statement of services;
 6. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing Vendor makes available to Customer for license which is published by Vendor, its affiliates, or a third party;
 7. "Service Deliverables" means any computer code or materials, other than products or fixes, that Vendor leaves with Customer at the conclusion of Vendor's performance of services;
 8. "Services" means all support, consulting and other services or advice, including any resulting deliverables provided to Customer under the terms and conditions of this agreement;
 9. "Statement of Services" means any work orders, services descriptions, or other statement of services referencing this agreement.
- B. **Products and Fixes.** All products, related solutions and fixes provided under a statement of services will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with products.
- C. **Pre-existing work.** All pre-existing work will remain the sole property of the party providing the pre-existing work. During the performance of services, each party grants to the other (and Vendor's contractors as necessary) a temporary,

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non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services.

Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, Vendor grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) Vendor's pre-existing work in the form delivered to Customer as part of the service deliverables only for Customer's internal business operations.

The perpetual license to Vendor's pre-existing work that Vendor leaves to Customer at the conclusion of Vendor's performance of the services is conditioned upon Customer's compliance with the terms of this agreement and the applicable statement of services.

D. Developments. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full Vendor grants Customer joint ownership in the developments. Customer agrees to exercise its rights for its internal business operations only and Customer will not resell or distribute the developments to any third party. Each party shall be the sole owner of any modifications that it makes based upon the developments.

E. Affiliates Rights and Sublicensing to Affiliates. Except as may be otherwise explicitly agreed to in a statement of services, Customer may sublicense the rights to the service deliverables granted hereunder to its affiliates, but Customer or its affiliates may not further sublicense these rights.

Any sublicensing of the service deliverables to its affiliates, if permitted, must be consistent with the license terms in this agreement or in any statement of services.

F. Open Source License Restrictions. Because certain third party software is subject to open source license terms, the license rights that each party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to open source license terms. Furthermore, each party warrants that it will not provide or give to the other party computer code that is governed by open source license terms.

G. Reservation of Rights. All rights not expressly granted in this section are reserved.

H. Restrictions on Use. Customer may not:

- a) Rent, lease, lend, host or otherwise distribute service deliverables or fixes, except as otherwise provided in a statement of services; or

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- b) Reverse engineer, de-compile, or disassemble fixes or service deliverables, except to the extent expressly permitted by applicable law despite this limitation.

Fixes and service deliverables licensed under this agreement are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies. For additional information related to Microsoft compliance with export rules, see www.microsoft.com/exporting.

- I. **Confidentiality.** Subject to the requirements of Customer public records and trade secret laws (if any):

- a. **Confidential information.** To the extent consistent with the Texas Public Information Act, confidential information means information marked or otherwise identified in writing by a party as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of this agreement and any statement of services.

Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it from the other party; (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality; or (iv) is disclosed pursuant to the Texas Public Information Act.

- b. **Use of Confidential Information.** Customer and Vendor recognize and agree that for purposes of this Contract, there are two types of Customer confidential information: (i) technological/proprietary; and (ii) personally identifiable, health-related and security-related information. To the extent permitted by Texas Law, for a period of five years after initial disclosure, neither party will use the other's technological/proprietary confidential information without the other's written consent except in furtherance of this business relationship or as expressly permitted by this agreement or disclose the other's confidential information except (i) to obtain advice from legal or financial consultants, or (ii) if compelled by law, in which case the party compelled to make the disclosure will use its best efforts to give the other party notice of the requirement so that the disclosure can be contested. Vendor shall have no right to disclose Customer's personally identifiable, health-related or security-related confidential information at any time, unless Customer agrees in writing that Vendor may disclose such information. If

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Vendor is compelled by law to disclose any of Customer's personally identifiable, health-related or security-related confidential information, Vendor will notify Customer immediately so that disclosure may be contested. These confidentiality obligations shall survive expiration of this Contract, and the five (5) year limitation stated above.

To the extent permitted by Texas Law, each party will take reasonable precautions to safeguard the other's confidential information. Such precautions will be at least as great as those each party takes to protect its own confidential information. Each party will disclose the other's confidential information to its employees, consultants or contractors only on a need-to-know basis, provided that such employees, consultants or contractors are subject to confidentiality obligations no less restrictive than those contained herein. When confidential information is no longer necessary to perform any obligation under any statement of services, each of us will return it to the other party or destroy it at the other's request.

Specifically, Vendor acknowledges that this agreement is subject to Texas's Public Information Act and that this agreement may nevertheless be deemed as a matter of law to be public information under the Texas Public Information Act.

Vendor acknowledges that Customer is a government agency subject to the Texas Public Information Act. Vendor also acknowledges that Customer will comply with the Public Information Act, and with all obligations of the Texas Attorney General's Office concerning this Act.

Either party may provide suggestions, comments or other feedback to the other with respect to the other's products and services. Feedback is voluntary and the party receiving feedback may use it for any purpose without obligation of any kind except that the party receiving feedback will not disclose the source of feedback without the consent of the party providing it.

Upon request from Customer, Vendor will certify the return or destruction of Customer confidential information.

- c. **Cooperation in the Event of Disclosure.** Each party will immediately notify the other upon discovery of any unauthorized use or disclosure of the other party's confidential information and will cooperate in any reasonable way to help the other regain possession of the confidential information and prevent further unauthorized use or disclosure.
- d. **Knowledge Base.** Vendor may use any technical information it derives from providing services related to its products for problem resolution, troubleshooting, product functionality enhancements and fixes, for its

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knowledge base. Vendor agrees not to identify Customer or disclose any of Customer's confidential information in any item in the knowledge base.

2. **Section 6. A. Service, Sales and Support of the Contract** is hereby replaced in its entirety as follows:

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote services available under the Contract. Vendor shall use its commercially reasonable efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for services available under the Contract shall be processed through the Contract.

3. **Section 7 Pricing, Purchase Orders, Invoices, and Payments, Subsections A. Manufacturer's Suggested Retail Price (MSRP) or List Price** is hereby re-titled and replaced in its entirety as follows:

A. Fee to Customers

The fee to Customers for services is based on rates specified in Appendix B and shall include the DIR Administrative Fee. The DIR Administrative Fee shall not be broken out as a separate line item when fees are provided to Customers. Vendor's published price lists are not negotiable.

4. **Section 7 Pricing, Purchase Orders, Invoices, and Payments, Subsection C. Customer Price** is hereby amended by the deletion of Subsection C.1, C.2 and C.3; and, by the insertion of the following:

Microsoft offers its Premier Product Support Services and Microsoft Consulting Services based on its U.S. Public Sector Published Price List. Microsoft does not discount pricing for such services.

5. **Section 7 Pricing, Purchase Orders, Invoices, and Payments, Subsection E. Tax-Exempt** is hereby amended to add following sentence:

Vendor is responsible for taxes based upon its personal property ownership and net income.

6. **Section 8. B. 5. c. Accurate and Timely Submission of Reports** is hereby deleted in its entirety.
7. **Section 9. A. 2. Acts or Omissions** is deleted in its entirety.
8. **Section 9. A. 3. Infringements** is renumbered as A.2, retitled, and replaced in its entirety as follows:

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Defense of Infringement and Misappropriation Claim

Vendor will defend the State of Texas and Customers, and/or their employees, agents, employees, representatives, contractors, assignees, and/or designees against any claims made by an unaffiliated third party of the State of Texas or Customers that any service deliverable infringes its patent, copyright, or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which Vendor consents).

Customer and Vendor agree to promptly furnish timely written notice to each other of any such claim and give Vendor sole control over its defense or settlement, provided, however, the defense shall be coordinated by Vendor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and Vendor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. Customer agrees to provide Vendor with reasonable assistance in defending the claim, and Vendor will reimburse Customer for reasonable out of pocket expenses that Customer incurs in providing that assistance. The terms "**misappropriation**" and "**trade secret**" are used as defined in the Uniform Trade Secrets Act.

Vendor's obligations will not apply to the extent that any claim or adverse final judgment is based on (i) computer code or materials (e.g. specifications) Customer provides; (ii) Customer's use of a fix or service deliverables after Vendor notifies Customer to discontinue use due to such a claim; (iii) Customer's combining a fix or service deliverables with a non-Microsoft product, data or business process; (iv) damages attributable to the value of the use of a non-Microsoft product, data or business process; (v) an alteration of fixes or service deliverables by someone other than Vendor or Vendor's contractors; (vi) Customer's distribution of the fix or services deliverables to, or its use for the benefit of, any third party other than permitted by an applicable statement of services; (vii) Customer's use of Vendor's trademark(s) without express written consent to do so; or (viii) any trade secret claim that is a result of Customer acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than Vendor or its affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. Vendor shall not be responsible for any costs or damages that result from these actions.

If Vendor receives information concerning an infringement claim related to a fix or service deliverables, Vendor may, at its expense and without obligation to do so, either (i) procure for Customer the right to continue to use the allegedly infringing fix or service deliverables as permitted by the applicable statement of services; or (ii) modify the fix or service deliverables or replace it with a non-infringing functional equivalent, to make it non-infringing, in which case Customer will stop using the allegedly infringing fix or service deliverables immediately. If as a result of an infringement claim, Customer's use of a fix or service deliverables is enjoined by a court of competent jurisdiction, Vendor will, at its option, either i) procure the right to continue its use; ii) modify it to make it non-infringing; iii) replace it with a

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non-infringing functional equivalent; or iv) refund the amount paid for the infringing fix or service deliverables and terminate the license for (or as applicable, Customer's ownership rights in) the infringing fix or service deliverable.

If any other type of third party claim is brought against Customer regarding Vendor's intellectual property, Customer must notify Vendor promptly in writing. Vendor may, at its option, choose to treat these claims as being covered by this Section. This Section 9.A.2. provides Customer's exclusive remedy for third party infringement and trade secret misappropriation claims.

9. **Section 9. A. 4. PROPERTY DAMAGE** is renumbered as **A.3**, and replaced in its entirety as follows:

In the event of loss, damage, or destruction of any personal and/or real property of Customer, the State of Texas or third party due to the negligence, misconduct or wrongful act on the part of the Vendor, its employees, agents, representatives, or subcontractors, the Vendor shall pay for the cost of either repair, reconstruction, or replacement of such property for which it is legally liable.

10. **Section 9. K. Limitation of Liability** is hereby replaced in its entirety as follows:

a) **Limitation on Direct Damages.** There may be situations in which Customer has a right to claim damages or payment from us. Except as otherwise specifically provided in this paragraph, whatever the legal basis for Customer's claims, Vendor's total liability (and that of its contractors) will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount Customer has paid under the applicable statement of services for the services giving rise to the claims. In the event services or any service deliverables are provided to Customer on a gratuitous or no-charge basis, Vendor's total liability to Customer will not exceed US\$5000. The limitations contained in this paragraph will not apply with respect to the following:

- (i) Vendor's obligations under Section 9.A. of Appendix A;
- (ii) Vendor's liability for damages for gross negligence or willful misconduct, to the extent caused by Vendor or its contractors and awarded by a court of final adjudication; and
- (iii) Vendor's confidentiality obligations.

b) **NO LIABILITY FOR CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR THEIR AFFILIATES, SUPPLIERS OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, DAMAGES

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FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), ARISING IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF SERVICES, SERVICES, SERVICE DELIVERABLES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION, REDISTRIBUTION OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

c) *Application.* Except as specified expressly in this Section 9, the limitations on and exclusions of liability for damages in this agreement apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

11. Section 9.N. Required Insurance Coverage is hereby replaced in its entirety as follows:

Vendor will procure and maintain the following insurance coverage, at all times when performing services on Customer's premises under this agreement, via either commercial insurance, self-insurance, a combination of the two or any other similar risk financing alternative:

- a) Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$2,000,000 each occurrence;
- b) Workers' Compensation (or maintenance of a legally permitted and governmentally-approved program of self-insurance) covering Microsoft employees pursuant to applicable state workers' compensation laws for work-related injuries suffered by its employees;
- c) Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;
- d) Professional Liability/Errors & Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by Vendor or its employees in the performance of services, with a limit of liability of not less than U.S. \$2,000,000 per claim; and
- e) Automobile Liability (if vehicles are brought on Customer premises or used in the performance of the services) with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, non-owned and hired vehicles.

Customer shall be named as an additional insured on the General Liability Insurance policy but only to the extent of the contractual liabilities assumed in this Contract. The Vendor is fully liable to the State of Texas and Customer(s) for satisfying all indemnification obligations in this Contract in the event Contractor's

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self-insurance program fails to satisfy any such obligations promptly upon demand. Vendor will provide Customer with evidence of coverage on request.

12. **Section 10. B. 4. b. Purchase Order** is hereby modified to add the following:

Vendor will have no obligation to continue to provide services if Customer fails to make payment within 60 days and the outstanding payment is not part of an active dispute resolution process.

(Remainder of this page intentionally remains blank.)

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This Contract is executed to be effective as of the date of last signature.

Microsoft Corporation

Authorized By:

C5F4FFFE6A2E45D

David T. Gallagher

DocuSigned By: David T. Gallagher

Name: David T. Gallagher

Title: Director of Contracts

Date: 4/25/2017

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Hershel Becker

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 5/2/2017 | 4:37 PM CDT

Office of General Counsel: *AB* 5/1/2017 | 6:11 PM CDT

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Appendix A:
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1. No Quantity Guarantees:

The Contract is not exclusive to the Vendor. Customers may obtain services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of services will be procured through the Contract.

2. Definitions

A. Customer – any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

- 1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- 2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- 3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
- 4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- 5) A local workforce development board created under Section 2308.253;
- 6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- 7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- 8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- 9) A nonprofit organization that provides affordable housing.

B. Compliance Check – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

C. Contract – the document executed between DIR and Vendor into which this Appendix

Appendix A:
Standard Terms and Conditions For Services Contracts

A is incorporated.

- D. CPA** – refers to the Texas Comptroller of Public Accounts.
- E. Day** – shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
- F. Purchase Order** – the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- G. State** – refers to the State of Texas.

3. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

- 1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.
- 2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Vendor may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.
- 3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendor.

C. Invalid Term or Condition

- 1) To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.
- 2) If one or more term or condition in the Contract, or the application of any term or

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Standard Terms and Conditions For Services Contracts

condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

E. Survival

All applicable service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

Appendix A:
Standard Terms and Conditions For Services Contracts

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

4. Intellectual Property Matters

A. Definitions

1) "Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

**Appendix A:
Standard Terms and Conditions For Services Contracts**

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully

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the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under subparagraph H. hereunder. Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction

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may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and

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grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

5. Terms and Conditions Applicable to State Agency Purchases Only:

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 5.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

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2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 5.B.

6. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for services available under the Contract shall be processed through the Contract.

B. Internet Access to Contract and Pricing Information

1) Vendor Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

- a) the services awarded;
- b) description of product and service awarded
- c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;
- d) discount percentage (%) off MSRP or List Price;
- e) designated Order Fulfillers;
- f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;
- g) instructions for obtaining quotes and placing Purchase Orders;

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- h) warranty policies;
- i) return policies;
- j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- k) a link to the DIR "Cooperative Contracts" webpage; and
- l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Webpage Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's webpage will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this webpage is compliant with the pricing as stated in the Contract.

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

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C. Services Warranty and Return Policies

Vendor and Order Fulfiller will adhere to the Vendor's then-currently published policies concerning services warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like services.

D. DIR Logo

Vendor may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Vendor logo, (iii) the DIR logo is only used to communicate the availability of services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

E. Vendor Logo

If DIR receives Vendor's prior written approval, DIR may use the Vendor's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor.

F. Trade Show Participation

At DIR's discretion, Vendor may be required to participate in no more than two DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's booth.

G. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include reporting requirements. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

H. Performance Review Meetings

DIR will require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract. The meetings will be held in the Austin, Texas area

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at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

I. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of service sold under the Contract. The report shall contain: service description, list price, price to Customer under the Contract.

7. Pricing, Purchase Orders, Invoices, and Payments

A. Manufacturer's Suggested Retail Price (MSRP) or List Price

MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

B. Customer Discount

The minimum Customer discount for all services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in the Contract).

2) Customers purchasing services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those services under this Contract or (ii) to any other customer under the same terms and conditions provided for the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended days to reflect the lower price.

D. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees shall

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be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

E. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Vendor upon request.

F. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<http://www.window.state.tx.us/procurement/prog/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

G. Changes to Prices

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

Vendor may revise its pricing (but not its discount rate, if any, and not the services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

All Customer Purchase Orders will be placed directly with the Vendor. Accurate Purchase Orders shall be effective and binding upon Vendor when accepted by Vendor. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

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Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices

1) Invoices shall be submitted by the Vendor directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to the Vendor. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the services by the Customer.

3) The administrative fee specified in the contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

J. Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Vendor. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

8. Contract Administration

A. Contract Managers

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Managers will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) advising DIR and Vendor of Vendor's performance under the terms and conditions of the Contract, and ii) periodic verification of pricing and, iii) verification of monthly reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall identify a specific Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between Vendor and a Customer, and iii) advising DIR

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of Vendor's performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

- a) Vendor shall be responsible for reporting all services purchased under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.
- b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor's applicable Contract. Vendor will provide all required documentation at no cost.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports shall be submitted to the DIR Cooperative Contracts E-Mail Box at ict.sales@dir.texas.gov. Reports are due on the fifteenth (15th) calendar day after the close of the previous month period. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the administrative fee due for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

3) Historically Underutilized Businesses Subcontract Reports

- a) Vendor shall electronically provide each Customer with Vendor's relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.
- b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

- a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum

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administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. Payment of the administrative fee shall be due on the fifteenth (15th) calendar day after the close of the previous month period. DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.

b) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

c) Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of \$100/day for each day the report or payment is due (up to \$1000/month) or suspension or termination of Vendor's Contract.

C. Records and Audit

1) Acceptance of funds under the Contract by Vendor acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that

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arise under the Contract. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Vendor through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Prior to execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Cooperative Contracts E-Mail Box information.

9. Vendor Responsibilities

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A. Indemnification

1) INDEPENDENT CONTRACTOR

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER OR THE STATE OF TEXAS.

2) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions,

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(iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

4) PROPERTY DAMAGE

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT.

Appendix A:
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VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

- (i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;
- (ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;
- (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
- (iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;
- (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;
- (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;
- (vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;
- (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control;
- (ix) Vendor represents and warrants that, for its performance of this contract, it

Appendix A:
Standard Terms and Conditions For Services Contracts

shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

- (x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;
- (xi) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
- (xii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;
- (xiii) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;
- (xiv) under Section 2155.006 and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;
- (xv) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and
- (xvi) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

Appendix A:
Standard Terms and Conditions For Services Contracts

D. Ability to Conduct Business in Texas

Vendor and its Order Fulfillers shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors and Designation of Order Fulfillers

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

Vendors who submit Order Fulfillers must indicate whether (a) the Order Fulfiller(s) will provide sales and marketing of the Vendor's services only or (b) the Order Fulfiller(s) will provide technical services in addition to sales and marketing of the Vendor's services. If Vendor wishes to engage additional Order Fulfiller(s) to provide technical services after Contract execution, Vendor must submit the qualifications of Order Fulfiller(s) to the DIR Contract Manager for approval (in addition to meeting HUB requirements) prior to inclusion of such Order Fulfiller.

G. Responsibility for Actions

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under the Certification Statement of Exhibit A to the RFO and/or

**Appendix A:
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Section 9.C. (x), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose the status of conflicts of interest.

H. Confidentiality

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Vendor's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by the Customer. Should any employee or subcontractor of the Vendor who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to

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patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best, and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include \$1,000,000 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of \$2,000,000; Medical Expense per person of \$5,000; Personal Injury and Advertising Liability of \$1,000,000; Products/Completed Operations Aggregate Limit of \$2,000,000; and Damage to Premises Rented: \$50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

**Appendix A:
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- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured; and
- d) Waiver of Subrogation.

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000 PER ACCIDENT, \$1,000,000 DISEASE PER EMPLOYEE AND \$1,000,000 PER DISEASE POLICY LIMIT.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation; and
- b) Additional Insured.

O. Use of State Property

Vendor is prohibited from using the Customer's equipment, the customer's location, or any other resources of the Customer or the State for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

The Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and

**Appendix A:
Standard Terms and Conditions For Services Contracts**

- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

No public disclosures or news releases pertaining to this contract shall be made by Vendor without prior written approval of DIR.

R. Product and/or Services Substitutions

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Managed Services Products and/or Services

Vendor agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Customer Managed Services Agreement for such products and/or services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U. Drug Free Workplace Policy

The Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement

**Appendix A:
Standard Terms and Conditions For Services Contracts**

the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and Vendor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

- 1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- 2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Responsibilities

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

10. Contract Enforcement

A. Enforcement of Contract and Dispute Resolution

- 1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.
- 2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.
- 3) State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over \$25,000.

B. Termination

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget

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Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the services, they are obligated to pay for the services or they may discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 11.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days' written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and

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the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship in accordance with Section 3.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

7) Vendor or Order Fulfiller Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such

**Appendix A:
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Purchase Order.

C. Force Majeure

DIR, Customer, or Vendor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Vendor will not be able to deliver services in a timely manner to meet the business needs of the Customer.

11. Notification

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

12. Captions

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

Commissioners Court - Regular Session**33.****Meeting Date:** 10/10/2017

Mowing for SO Firing Range

Submitted For: Randy Barker**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the agreement between Heart of Texas Landscape & Irrigation and Williamson County for Landscaping Services for the Sheriff's Office Firing Range in Hutto.

Background

Proposal based on 39 trips from October 1, 2017 to September 30, 2018; each trip will include services in primary areas as applicable per attached. Annual price is \$6,008.44 payable in ten (10) monthly payments of \$600.84 (no monthly service in December & January).

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsMowing Agreement

Form Review**Inbox**

County Judge Exec Asst.

Purchasing (Originator)

Form Started By: Jayme Jasso

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Randy Barker

Date

10/05/2017 11:27 AM

10/05/2017 11:38 AM

Started On: 10/05/2017 10:47 AM

Proposal Date:
10/1/2017



www.hotlandscape.com

Williamson County Sheriff's Firearms Range
3901 CR 130
Hutto Texas

PROPOSAL

This proposal is based on 39 trips from October 1, 2017 to September 30, 2018 on the following schedule:

January		May	<u>4</u>	September	<u>5</u>
February	<u>2</u>	June	<u>5</u>	October	<u>4</u>
March	<u>5</u>	July	<u>4</u>	November	<u>2</u>
April	<u>4</u>	August	<u>4</u>	December	

Each trip will include these services in the primary areas as applicable to your property: (1) Pick up litter on areas to be mowed; (2) Mow primary lawn areas (3) Edge all walks, curbs, and drives; (4) Trim fringe left by mowers around building, posts, trees, and other raised objects. May be chemically treated where not unsightly; and (5) Sweep or otherwise clean up debris caused by our work, including any detrimental or unsightly overlay of cut grass on lawn areas.

Periodic maintenance during the annual contract term will include the services and frequencies indicated:

☐ Fertilize primary lawn area. Spring & Fall (2X) with materials formulated for best turf development

☒ Mow grass areas designated by client, 39 times.

☐ Shear shrubs and ground cover as needed.

☐ Weed and edge beds

☒ Addendum Attachment "A" attached.

☐ Mulch

☐ Annuals

☐ Irrigation Check

Annual Price: \$6,008.44

Payable Monthly: (10 Months) \$600.84

Thanks again for your consideration. Please feel free to call if you need further information or desire a revision in this proposal. If you wish to institute the program as proposed, please carefully read the terms and indicate your acceptance by your signature.

DATE 10/1/2017

OWNER/REPRESENTATIVE

DATE 10/1/2017

HEART OF TEXAS LANDSCAPE & IRRIGATION



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ATTACHMENT "A"

Other services included in contract:

We practice Integrated Pest Management.

Other than pre-emergent herbicides, we only treat the pest as the pest becomes prevalent

- 1) Post emergent herbicides as needed in turf, beds, or curb and gutter-pre cannot be used in beds.
- 2) Disease or insects (other than web worms in tall trees) on turf, shrubs or trees.
- 3) Shrubs and trees are fertilized in the spring.
- 4) Mistletoe removal or treatment is not included.
- 5) Sucker removal & crape myrtle pods that can be reached from the ground are part of shrub trimmings. Suckers as needed. Crape myrtle pods in mid to late February.
- 6) Turf is fertilized mid April with a slow release sulfur coated urea fertilizer with iron, sulfur & zinc trace elements. A winterize is applied in early October. (Based on seasonal temperatures)
- 7) If there would be a scale problem, then dormant oil will be applied.
- 8) Fall leaf removal when majority of trees have dropped. Oak leaf removal in late February-early March when the majority of trees have dropped.
- 9) Fire ant baits & powder will be charged out per container.
- 10) Mistletoe or webworm treatment will be billed separately.
- 11) All other services will be performed based on an approved estimate.

Your signature below indicates that you have read the information and have understood the scope of services to be provided by Heart of Texas:

10/1/2017
DATE

OWNER/REPRESENTATIVE

10/1/2017
DATE


HEART OF TEXAS LANDSCAPE & IRRIGATION
CO., INC.



www.hotlandscape.com

CONTRACT

(To include Proposal and Attachment "A", page 3 of 3 of contract)

1) The proposal constitutes a part of this contract by and between the HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC herein after referred to as the "Contractor," and the "Client" Williamson County Sheriff's Firearms Range whose address is 3901 CR 130 Hutto, Texas 78634."

2) The services specified in this contract will be completed in a workmanlike manner as near to the scheduled day as possible. However, the Contractor shall not be responsible or liable for, nor shall this contract be voided by interruptions and delays caused by Acts of God, bad weather, strikes, lockouts, or any other event beyond the control of the Contractor. This does not relieve the Contractor of resuming the services as soon as conditions permit, nor does it relieve the Client of prompt payment of the regular monthly installments as billed.

3) The Contractor hereby agrees to provide workers compensation insurance, unemployment compensation and any other insurance required by law, as well as general liability and property damage coverage. The Contractor hereby also hereby agrees to collect and pay promptly all employees withholding and FICA taxes and hold the Client harmless in this matter when all due payments due to the Contractor have been made. The Contractor hereby agrees to use all products utilized providing the services called for in this contract in accordance with labeled instructions. The Contractor does not in any way warrant the fitness of the goods supplied under this contract and expressly disclaims all express or implied warranties of merchantability or fitness of any good or service supplied under this contract

4)The Client agrees to pay the Contractor at its address in Bell County, Texas such amount as is due and owing under the terms of this contract **within (NET 30) days** of the billing date. A payment not postmarked by the due date will be considered late and a payment not received before the next billing date will incur service and finance charges at the rate of 1.5% per month (18% annually), or at the maximum rate allowed by law. Notwithstanding the foregoing, the Client also agrees that should any payment not be made before the next billing date the Contractor may at his option declare this contract terminated without further notice, cease all services and immediately invoice for work actually done. Failure to exercise said option at any given time does not void this contract nor does it prevent the Contractor from doing so at a later date.

5) This contract shall continue on an annual basis and will renew unless canceled on 30 day written notice along with payment for work actually done. This contract is susceptible to an annual increase.

6) If the Client wishes to cancel this contract within the initial 12 months, they may do so by submitting a 30 day written cancellation letter and paying for remaining service visits on the contract. This can be calculated by dividing the annual service fee (tax included) by the annual service visit count stated on the contract.

7) Both "per trip" and "equal installment" billings will be dated the 1st day of each month of the contract period and are due and payable by or before the 1st of the month. The amount of "per trip" billing is determined by division of the annual cost by the number of trips annually. This monthly charge is determined by the number of trips made during the month of billing. The amount of "equal installments" billing is determined by division of the annual cost by twelve.



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- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Right to Audit: CONTRACTOR agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of CONTRACTOR which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR agrees that licensee shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give CONTRACTOR reasonable advance notice of intended audits.

ACCEPTED on this 1st Day Of October 2017

OWNER/REPRESENTATIVE



HEART OF TEXAS LANDSCAPE & IRRIGATION
CO, INC.



www.hotlandscape.com

P.O. Box 1236
Belton, Texas 76513-1236

www.hotlandscape.com

Fax: 254-939-2629
Phone: 254-939-6795

MONTHLY SERVICE BREAKDOWN

Service	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	Total
Mow	0	2	5	4	4	5	4	4	5	4	2	0	39
Weedeat	0	2	5	4	4	5	4	4	5	4	2	0	39
Edging	0	2	5	4	4	5	4	4	5	4	2	0	39
Blowing	0	2	5	4	4	5	4	4	5	4	2	0	39
Shrub Trimming	AS NEEDED												0
Tree Trimming													0
Leaf Pickup													0
Mulch													0
Fertilizer													0
Pre-emergent													0
Annuals													0
Herbicide	AS NEEDED												0
Insecticide	AS NEEDED												0
Irrigation Check													0
Aerification													0
Rye Overseed													0
Perennial Cutbacks													0

Commissioners Court - Regular Session**34.****Meeting Date:** 10/10/2017

District Attorney Apportionment Supplement BA 10-10-2017

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's office from State Judiciary Apportionment Funds:

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expense of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	\$7,500.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 10/04/2017

Reviewed By

Wendy Coco

Date

10/04/2017 03:37 PM

Started On: 10/04/2017 01:40 PM

Commissioners Court - Regular Session**35.****Meeting Date:** 10/10/2017

District Attorney Apportionment Supplement BA 10-10-2017

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's office from State Judiciary Apportionment Funds:

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expense of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	\$6,197.30
	0100.0440.002010	FICA	\$474.12
	0100.0440.002020	Retirement	\$828.58

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 10/04/2017

Reviewed By

Wendy Coco

Date

10/04/2017 03:37 PM

Started On: 10/04/2017 01:46 PM

Commissioners Court - Regular Session**36.****Meeting Date:** 10/10/2017

County Attorney Legislative Supplement Budget Amendment 10-10-2017

Submitted For: Melanie Denny**Submitted By:** Lisa Moore, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the County Attorney's Office to pay state legislative supplements:

Background

State funds received October 2017 to be paid out through Fiscal Year 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335601	Co Atty Salary Supplement	\$70,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lisa Moore

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Date

10/05/2017 11:27 AM

Started On: 10/05/2017 10:52 AM

Commissioners Court - Regular Session**37.****Meeting Date:** 10/10/2017

County Attorney Legislative Supplement Budget Amendment 10-10-2017

Submitted For: Melanie Denny**Submitted By:** Lisa Moore, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge expenditures for the County Attorney's Office. This expenditure is paid by State Legislative Supplement dollars:

Background

State funds received October 2017 to be paid out throughout Fiscal Year 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0475.001927	Co Atty Legislative Supplement	\$4,198.50
	0100.0475.002010	FICA	\$321.19
	0100.0475.002020	Retirement	\$580.48
	0100.0475.004902	Co Atty Legislative Supplement	\$64,899.83

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lisa Moore

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Date

10/05/2017 11:27 AM

Started On: 10/05/2017 10:56 AM

Commissioners Court - Regular Session**38.****Meeting Date:** 10/10/2017

Economic Development

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Discuss Pearson Road District.
- c) Discuss North Woods Road District.
- d) Project Columbus Balbo
- e) Mega Site
- f) Texas State Gold Depository
- g) Project New World
- h) Coop District Development
- i) Project Amazon

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Date

10/05/2017 09:19 AM

Started On: 10/05/2017 08:58 AM

Commissioners Court - Regular Session

39.

Meeting Date: 10/10/2017

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for right-of-way for N. Mays St. Extension
- b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- c) Discuss the acquisition of real property for CR 176 at RM 2243
- d) Discuss the acquisition of real property with endangered species for mitigation purposes.
- e) Discuss the acquisition of real property: CR 101
- f) Discuss the acquisition of real property: CR 111
- g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
- h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
- i) Discuss the acquisition of real property for County Facilities.
- j) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- k) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
- l) Discuss the acquisition of a drainage easement for CR 108.
- m) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
- n) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.
- o) Discuss the acquisition of real property for Seward Junction SE Loop.
- p) Discuss the acquisition of real property for US 183.
- q) Discuss the acquisition of real property for Hairy Man Rd.
- r) Discuss the acquisition of real property for SW Bypass.
- s) Discuss the acquisition of real property for Crossroad Acres.
- t) Discuss proposed acquisition of real property on CR 138.
- u) Discuss proposed acquisition of real property at Highland Springs Lane.
- v) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- w) Discuss Cedar Hollow low water crossings and Lost River.
- x) Discuss the acquisition of real property- Condra Funeral Home- Taylor, Texas
- y) Discuss the acquisition of real property- S&D Plumbing- Taylor, Texas
- z) Discuss the acquisition of Real Estate for Tower Site.

B. Property or Real Estate owned by Williamson County

- 1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss possible sale of 183 A excess right of way
- c) Discuss proposed sale of real estate of Blue Springs Blvd
- d) Discuss transfer of right of way for Westinghouse Rd. to the City of Georgetown.
- e) Discuss wastewater easements in Berry Springs Park
- f) Discuss Development Agreement with Ashby Capital Investments, LLC
- g) Discuss sale of County property on Ronald Reagan Blvd.
- h) Discuss abandonment of County property on CR 123.
- i) Discuss possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas
- j) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- k) Discuss possible sale/disposition of a portion of CR 117.
- l) Discuss possible sale or exchange of property to LCRA.

m) Discuss sale of property adjacent to Blue Springs Boulevard, Georgetown, Texas.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/05/2017

Reviewed By

Wendy Coco

Date

10/05/2017 09:19 AM

Started On: 10/05/2017 08:57 AM