NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
DECEMBER 19TH, 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 – 22)

5. Discuss, consider and take appropriate action on a line item transfer for various departments to cover work comp shortages.

Fiscal Impact

From/To	Acct No.	Description	Amount

6. Discuss, consider, and take appropriate action on a Line Item Transfer for Fleet Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.005003	Equipment > $5,000	$1066.03
To	0882.0882.002050	Workers' Comp	$1066.03

7. Discuss,consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) 2013 Chevy Tahoe, (1) 2001 Chevy Suburban, (1) 2008 Ford F-350 and (1) Desktop (see attached lists) pursuant to Tx. Local Gov't code 263.152.

8. Discuss, consider and take appropriate action on reappointing Laurie Golding and Steven Rundell to the Emergency Service District (ESD) #1 Board of Commissioners with the term commencing on January 1, 2018 and continuing thereafter until December 31, 2019.

9. Discuss, consider and take appropriate action on reappointing Darryl Pool and Russell Strahan to the Emergency Service District (ESD) #2 Board of Commissioners with the term commencing on January 1, 2018 and continuing thereafter until December 31, 2019.

10. Discuss, consider and take appropriate action on reappointing Karen Dittman to the Emergency Service District (ESD) #9 Board of Commissioners with the term commencing on January 1, 2018 and continuing thereafter until December 31, 2019.

11. Discuss, consider and take appropriate action on reappointing Robert Vogt to the Emergency Service District (ESD) #9 Board of Commissioners with the term commencing on January 1, 2018 and continuing thereafter until December 31, 2019.

12. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Electric Reliability Council of Texas, Inc. (ERCOT event at EXPO Center)

13. Discuss, consider and take any appropriate action regarding approval and receipt of the Standard Agreement with Anderson Mill Limited District regarding off-duty contracting of County Sheriff Deputies.

14. Discuss, consider and take any appropriate action regarding approval and receipt of the Standard Agreement with North Austin Municipal Utility District #1 (Rattan Creek) regarding off-duty contracting of County Sheriff Deputies.

15. Discuss, consider, and take appropriate action approving the retirement of K-9 Harry and selling him to handler, Douglas Barner, for the sum of $1.00.

16. Discuss, consider and take appropriate action on Contract Amendment No. 1 under Williamson County Contract between Alliance Transportation Group and Williamson County dated October 19, 2016 for Engineering Services for Williamson County Long-Range Transportation Plan. This amendment increases the compensation cap from $300,000 to $380,000.

17. Discuss, consider and take appropriate action on Work Authorization No. 3 in the amount of $40,000 to expire on October 31, 2018 under Williamson County Contract for Engineering Services between HDR, Inc. and Williamson County dated October 8,2015 for On Call Traffic Engineering Services for Williamson County Road and Bridge.

18. Discuss, consider and take appropriate action on Work Authorization No. 3 in the amount of $40,000 to expire on October 31, 2018 under Williamson County Contract for Engineering Services between Alliance Transportation Group Inc. and Williamson County dated March 12, 2015 for On Call Traffic Engineering Services for Williamson County Road and Bridge.

19. Discuss, consider and take appropriate action on Work Authorization No. 3 in the amount of $50,000 to expire on November 30,2018 under Williamson County Contract for Engineering Services between On Call Professional Engineering Services and Williamson County dated December 22, 2016 for On Call Professional Engineering Services for Williamson County Road and Bridge.

20. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 under Williamson County Contract between Alliance Transportation Group, Inc. and Williamson County dated October 19, 2016 for Engineering Services for Williamson County Long Range Transportation Plan. This supplemental is to extend the expiration date to December 30, 2018. The current Work Authorization dollar amount will remain the same.

21. Discuss, consider and take appropriate action on Work Authorization No. 3 in the amount of $56,092.00 to expire on December 30, 2018 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.

22. Discuss, consider, and take appropriate action on approval of the replat for the Omer Galle Subdivision Lot 1 – Pct 2

REGULAR AGENDA

23. Discuss, consider, and take appropriate action on a resolution recognizing Laura Sue Durrenberger Smith for contributions to Williamson County and the City of Weir.

24. To discuss, consider and take action to recognize the presentation of the 5 Star Award from the Texas Dept of State Health Services - Vital Statistics Section to the Williamson County Clerk's vitals division for the excellence in vital registration area for the 19th year since 1998.

25. Receive and acknowledge the November 2017 Construction Summary Report for the Road Bond Program.

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

27. 10:00 AM: Hold a public hearing pursuant to Texas Tax Code Chapter 311 regarding a proposed Order of the Williamson County Commissioners Court providing for the creation of a Tax Increment Reinvestment Zone within the City of Hutto.

28. Discuss, consider and take appropriate action on declaring a notice of intent to participate in the Hutto Tax Increment Reinvestment Zone in relation to the Hutto Co-Op Site in Hutto, Texas, with such action to include but not be limited to setting forth conditions precedent for Williamson County’s participation in such Tax Increment Reinvestment Zone.

29. Discuss, consider and take appropriate action on Work Authorization No. 9 in the amount of $2,920.00 to expire on January 31, 2018 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated February 18, 2015. Project: P457. Funding Source: General Fund/Road & Bridge.
The work authorization has a maximum amount payable amount of $2,920.00. Services include preparation and delivery of signed and sealed metes and bounds descriptions with exhibits for ROW acquisition on SH 29.

30. Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1706-170, in the amount of $5,000.00 for Rip Rap Replacement on the Bridge at CR 403 over Mustang Creek.

31. Discuss, consider and take appropriate action regarding a request by Judge Kennon to allocate Room 106 of the Justice Center for use by the Sheriff's Office.

32. Discuss, consider and take appropriate action on a real estate contract and trail easement with Paul Postel Realty Corporation for the Brushy Creek Regional Trail project. Parcel 17. Funding Source Parks Bond P149

33. Discuss, consider and take appropriate action on a real estate contract with Gary Watson for the San Gabriel Ranch Rd. project. Parcel 5. Funding Source: Road & Bridge P439

34. Discuss, consider and take appropriate action on a real estate contract with Joe E. Mireles Jr. for right of way needed on the San Gabriel Ranch Rd. project. Parcel 4. Funding Source: Road & Bridge P439

35. Discuss, consider and take appropriate action on a real estate contract and trail easement with Krause Holdings L.P. for the Brushy Creek Trail Project. Parcel 5. Funding Source: Park Bonds P419

36. Discuss, consider and take appropriate action on two Drainage Easements conveying 2,197 square feet and 0.122 acres of land from Williamson County to Parkside at Mayfield Ranch Municipal Utility District, and on consent to terms of a related Construction Agreement between Brushy Creek Municipal Utility District and Parkside at Mayfield Ranch Municipal Utility District.

37. Discuss, consider and take appropriate action on approving the first list of position classifications to be included in the salary study.

38. Discuss, consider and take appropriate action on authorizing the County Judge to execute the First Amendment to the United Health Care Administrative Services Agreement, Contract No. 911463 amending the funding arrangement regarding the Medical, Dental, Vision and Pharmacy Claims Administration.

39. Acknowledge and ratify the County Judge's execution of plan implementation documents entitled "Hold Harmless and Indemnification Agreement among Aetna Life Insurance Company, on behalf of itself and its affiliates and Williamson County and United Health Care Services, Inc for itself and its affiliated."

40. Discuss and take action to amend the Fiscal Year 2017-2018 Tobacco Fund Budget.

41. Discuss, consider, and take appropriate action on agreement with Thomson Reuters for Westlaw employee access for Williamson County.

42. Discuss, consider, and take appropriate action on agreement with Thomson Reuters for Westlaw public access.

43. Discuss, consider and take appropriate action on approving additional funding for PCN # 1811.001100, HazMat Asst. Chief

44. Discuss, consider and take appropriate action regarding agreement with Charter Communications Operating, LLC d/b/a Spectrum for revised internet services at EMS stations to support county operations.

45. Discuss, consider and take appropriate action on approving the continuation of funding for three employees of the Health Care Link program through DSRIP grant dollars.

46. Discuss, consider, and take appropriate actions on the acceptance on the 2017 Emergency Management Performance Grant.

47. Discuss, consider, and take appropriate action regarding lease renewal with Williamsburg Village Center, LP to support operations of Williamson County Commissioner, Pct. 3 for 2018.

48. Discuss, consider, and take appropriate action on authorizing the county judge to execute an amendment to the Williamson County Regional Animal Shelter Interlocal Agreement.

49. Discuss, consider, and take appropriate action on approving the purchase of one (1) 2018 Chevrolet Silverado 3500 with Knapheide Service Body in the amount of $52,538.00 per Caldwell Country Chevrolet BuyBoard Contract # 521-16 to support the operations of the Williamson County Road & Bridge Department.

50. Discuss, consider, and take appropriate action on awarding IFB # 1711-203 Striping to the lowest responsive bidder(s) DIJ Construction as primary vendor and TRP Construction as secondary vendor.

51. Discuss, consider and take appropriate action on awarding RFQ # 1602-057-5 Geotechnical Engineering and Materials Testing to ECS Southwest, LLP for Construction Materials Testing and Inspection for the Brushy Creek Trail at Champion Park Project and authorizing execution of the agreement.

52. Discuss, consider, and take appropriate action on authorizing temporary exception to competitive bidding and extend the current Merchant Credit Card contract with Certified Payments for an additional three months through March 31, 2018 in support of necessary county operations, including but not limited to law enforcement and safety.

53. Discuss, consider, and take appropriate action on approving the purchase of three (3) 2019 Freightliner M2-106 in the amount of $246,325.00 per Freightliner of Austin BuyBoard Contract # 521-16 to support the operations of the Williamson County Road & Bridge Department.

54. Discuss, consider and take appropriate action on authorizing the approval of 6 vehicle's for Constable #1 office with Defender Supply/Holiday Chevrolet, in the amount of $313,404.02, through the Tarrant County Coop 2016-006. See attached quotes.

55. Discuss, consider, and take appropriate action on awarding Portland Cement Type I/II for a term of one (1) year to Martin Marietta, per the lowest responsive quote received, pursuant to Texas Local Gov't Code, Section 262.0225(d) and Section 262.0245.

56. Discuss, consider, and take appropriate action on approving quote and services contract between Presidio Networked Solutions, LLC and Williamson County for Isilon G6 Replication under DIR contract # DIR-TSO-2634 in the amount of $592,083.88.

57. Discuss, consider, and take appropriate action on approving an agreement between Carahsoft Technology Corp. and Williamson County, for ServiceNow IT Service Management Application under DIR contract #DIR-TSO-3926 in the amount of $64,020.00.

58. Discuss, consider, and take appropriate action on authorizing the service agreement with Siteimprove, which incorporates the Siteimprove Software-as-a-Service Subscription Agreement, pursuant to DIR contract# DIR-TSO-3814 #58739, for an annual subscription fee (excluding applicable taxes) of $6,183.

59. Discuss, consider and take appropriate action on approving the blanket purchase order for the Sheriffs' office, for fuel, in the amount of $100,000, to Fuleman per TCPN R161501 pricing.

60. Discuss, consider, and take appropriate action on authorizing service agreement with SimplexGrinnell for Fire Alarm Monitoring, which incorporates Exhibits A1-A5 and Exhibit B, pursuant to TX-MAS-5-03FACO10, with pricing as on shown on Exhibit A1-A5.

61. 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 Emergency Medical Services (EMS).

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payments From Other Entities	$2,475.22

62. 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 Emergency Medical Services (EMS).

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.001100	Salaries	291.70
	0100.0540.001110	Overtime	1,689.19
	0100.0540.002010	FICA	151.54
	0100.0540.002020	Retirement	264.84
	0100.0540.002050	Worker's Comp	77.95

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)."

63. 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
j) Project Valero

64. 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 the acquisition of real property and easements 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 SH 29 @ DB Wood.

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 acquistiion 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.

n) Discuss the Interlocal Agreement with BRA for CR 305

o) Discuss a TXDOT AFA for the CR 456 truss bridge in Copeland.

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

65. 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 Unites 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.
q) Williamson County Sheriff's Office Training Center construction issues.
r) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232
t) Medical subrogation lien settlement offer related to covered person in County's health benefits plan.
u) Proposed Interlocal Agreement with ESD #2 relating to EMS Housing
v) Cause No. D-1-GN-005913, City of Cedar Park, Texas and Burleson Ranch v. Public Utility Commission of Texas, District Court of Travis County, Texas
w) Medical subrogation lien settlement related to covered person in County's health benefits plan.
x) LCRA TSC Leander-Round Rock 138-Kv Transmission Line Project within the Public Right-Of-Way (Row) of New Hope Road, Ronald Reagan Boulevard, and Hero Way
y) Amendment to Compromise Settlement Agreement and Release previously executed on October 20, 2015 pertaining to Cause No. 12-0721-C277, W. Paul Reed, et al. v. Williamson County, et al.
z) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.

66. 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).

67. 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)

68. Discuss and take appropriate action concerning economic development.

69. Discuss and take appropriate action concerning real estate.

70. 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 Unites 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.
q) Williamson County Sheriff's Office Training Center construction issues.
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t) Medical subrogation lien settlement offer related to covered person in County's health benefits plan.
u) Proposed Interlocal Agreement with ESD #2 relating to EMS Housing
v) Cause No. D-1-GN-005913, City of Cedar Park, Texas and Burleson Ranch v. Public Utility Commission of Texas, District Court of Travis County, Texas
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z) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.

71. 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.

72. 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: 12/19/2017

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 various departments to cover work comp shortages.

Background

Even though we program work comp rates into our budgeting software and include a % increase, these are only estimates. TAC has sent the invoice (based on claims and payroll) for January through September 2018 causing about a $24K shortfall with a total of bill of roughly $590K.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2017 Work Comp

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 08:25 AM
Form Started By: Ashlie Koenig		Started On: 12/13/2017 12:17 PM
Final Approval Date: 12/14/2017		

FROM		
01.0100.0409.004998	$	24,428.15
01.0100.0440.002050	$	1.05
01.0100.0562.002050	$	3.49
01.0100.0499.002050	$	9.76
01.0100.0437.002050	$	15.25
01.0100.0441.002050	$	18.54
01.0100.0436.002050	$	23.52
01.0100.0439.002050	$	39.93
01.0100.0477.002050	$	51.67
01.0100.0453.002050	$	55.62
01.0100.0476.002050	$	134.01
01.0100.0452.002050	$	146.08
01.0100.0503.002050	$	381.53
01.0100.0661.002050	$	451.67
01.0100.0630.002050	$	1,762.67
TO		
01.0100.0570.002050	$	5,308.15
01.0100.0576.002050	$	4,504.37
01.0100.0540.002050	$	4,335.79
01.0100.0341.002050	$	1,868.06
01.0100.0551.002050	$	1,778.87
01.0100.0509.002050	$	1,293.84
01.0100.0553.002050	$	1,135.35
01.0100.0510.002050	$	1,079.87
01.0100.0214.002050	$	912.26
01.0100.0552.002050	$	616.68
01.0100.0581.002050	$	502.30
01.0100.0495.002050	$	484.82
01.0100.0492.002050	$	439.43
01.0100.0450.002050	$	439.07
01.0100.0554.002050	$	423.71
01.0100.0215.002050	$	379.67
01.0100.0560.002050	$	307.36
01.0100.0542.002050	$	187.99
01.0100.0402.002050	$	173.57
01.0100.0212.002050	$	135.97
01.0100.0405.002050	$	117.92
01.0100.0211.002050	$	108.31
01.0100.0451.002050	$	108.29
01.0100.0665.002050	$	93.03
01.0100.0429.002050	$	89.48
01.0100.0403.002050	$	71.84
01.0100.0435.002050	$	66.98
01.0100.0494.002050	$	66.00
01.0100.0425.002050	$	64.75
01.0100.0475.002050	$	64.12

01.0100.0400.002050	$	61.41
01.0100.0491.002050	$	58.48
01.0100.0428.002050	$	58.45
01.0100.0426.002050	$	42.93
01.0100.0497.002050	$	31.50
01.0100.0454.002050	$	28.70
01.0100.0213.002050	$	27.74
01.0100.0404.002050	$	24.39
01.0100.0587.002050	$	7.92
01.0100.0438.002050	$	7.33
01.0100.0541.002050	$	6.99
01.0100.0427.002050	$	5.20
01.0100.0583.002050	$	4.06

Commissioners Court - Regular Session **6.**

Meeting Date: 12/19/2017

12-19-2017 LIT

Submitted For: Kevin Teller **Submitted By:** Edward Pospisil, Infrastructure

Department: Infrastructure **Division:** Fleet Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a Line Item Transfer for Fleet Services.

Background

Due to rate increases and/or claims history, we have a shortfall in the workers' comp line item in the amount of $1066.03 as per notification from the budget office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.005003	Equipment > $5,000	$1066.03
To	0882.0882.002050	Workers' Comp	$1066.03

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	12/13/2017 03:49 PM
Budget Office	Ashlie Koenig	12/14/2017 08:44 AM
Form Started By: Edward Pospisil		Started On: 12/13/2017 03:31 PM
Final Approval Date: 12/14/2017		

Commissioners Court - Regular Session **7.**

Meeting Date: 12/19/2017

Asset Auction 12/19/2017

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 (1) 2013 Chevy Tahoe, (1) 2001 Chevy Suburban, (1) 2008 Ford F-350 and (1) Desktop (see attached lists) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset auction 1

Asset auction 2

Asset auction 3

Asset auction 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 11:46 AM
Form Started By: Jayme Jasso		Started On: 12/14/2017 11:28 AM
Final Approval Date: 12/14/2017		

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E0XDR261010
Equipment/Door Number	SB1327
License Plate	1148494
Year	2013
Make	CHEVROLET
Model	TAHOE
Comments	112,271 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Hoby Smith 11/27/2017 2:59 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/12/2017 3:21 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/13/2017 3:57 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/13/2017 4:42 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/14/2017 11:13 AM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Department	210 - Unified Road Systems
County VIN/Serial Number	1FDWF36588ED04894
Equipment/Door Number	UB0805
License Plate	1171392
Year	2008
Make	FORD
Model	F350
Comments	129,279 MILES
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 11/13/2017 2:57 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	129,279 Miles
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 11/20/2017 3:55 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 11/20/2017 4:14 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 12/14/2017 8:59 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 12/14/2017 11:19 AM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Department	413 - SO-ST/Local
County VIN/Serial Number	3GNEC16T81G167490
Equipment/Door Number	SB0101
License Plate	AL61083
Year	2001
Make	CHEVROLET
Model	SUBURBAN
Comments	184,677 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Hoby Smith 11/27/2017 3:00 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	This was a seized vehicle
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/12/2017 3:15 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 12/13/2017 2:43 PM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 12/13/2017 4:48 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 12/14/2017 11:15 AM

Human Resources

Created by Williamson County Technology Services

FrmAudASCF01 revision 07/2014

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)
1	Dell Optiplex 7010	F8C78Z1		Working

Parties involved:

FROM (Transferor Department): County Court 2

Transferor - Elected Official/Department Head/ Authorized Staff:

Laura Barker
Print Name

Signature Date

Contact Person:

Kevin Kracht
Print Name

+1 (512) 943-1410
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.)

Print Name

Signature Date

Contact Person:

Tony Hill
Print Name

+1 (512) 943-3314
Phone Number

RECEIVED
DEC - 5 2017
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 **8.**

Meeting Date: 12/19/2017

ESD 1 Reappointments

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Laurie Golding and Steven Rundell to the Emergency Service District (ESD) #1 Board of Commissioners with the term commencing on January 1, 2018 and continuing thereafter until December 31, 2019.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LGolding reappt

SRundell reappoint

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 08:25 AM
Form Started By: Garry Brown		Started On: 12/13/2017 11:59 AM
Final Approval Date: 12/14/2017		

BIO – LAURIE GOLDING

After my husband, John, retired from the Air Force and four fun years on our farm in Tennessee, we relocated in 1977 to Austin to reenter a cultural environment. We had been in our current home a short time when a house two doors up the street burned. At that time, the Jollyville Volunteer Fire Department had two trucks – an old open cab (now in the Round Rock museum,) and a Forest Service surplus tanker painted white (with a paintbrush!) and 17 volunteer firefighters. But we were so impressed with their professionalism and compassion.

That night began John's second 21 year career as a firefighter/fire chief with the Jollyville Fire Department. He participated in the establishment of the Williamson County Emergency Services District 1, and I believe that was the best thing to have ever been done for the fire department.

Because of John, I have been part of the Jollyville "family" for nearly 40 years, and I was so pleased to be invited to become an ESD commissioner 8 or so years ago, and I am extremely proud of the present and past board members and our accomplishments. One of the best decisions we've made was to hold an election to collect the available one percent sales tax, which was successful. The comptroller's estimate was for an annual income of approximately $50,000; we are realizing more than $400,000. Since we had lost about 53% of our tax base due to Austin annexation, the sales tax income has "saved our lives!"

I have attended four or five SAFE-D conventions and am registered for the upcoming one in February. I believe Jollyville to be the best fire department in all of Central Texas and maybe in the entire state and I am so very proud to be associated with it and with the ESD board. I hope to be a commissioner for many more years.

Steven J. Rundell has been a resident of Texas his entire life. He was born in Bellville but was raised in Austin by his father, a police officer, and mother, a teacher.

He attended John H. Reagan High School and later graduated from the University of Texas at Austin.

He has worked in both a commissioned and non-commissioned role for the Texas Department of Public Safety since 1987.

He received his commission as a state trooper in 1999 and was stationed in Houston where he lived and worked for five years until he promoted and transferred to the Texas-Mexico border region.

It was during that time he married his wife Judy, a computer network specialist who was also raised in Austin.

He currently serves as a Captain on the staff of the Chief of the Texas Highway Patrol at the Headquarters building in Austin and is the assistant to the head of the Department's commercial vehicle enforcement program. In addition, he serves as vice chair to the Commercial Vehicle Safety Alliance's Training Committee. CVSA is an association of law enforcement and the commercial trucking industry of the United Sates, Mexico and Canada.

He has been honored to serve on ESD Board #1 for the Jollyville Fire Department since August of 2011.

Commissioners Court - Regular Session **9.**

Meeting Date: 12/19/2017

ESD #2 reappointments

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Darryl Pool and Russell Strahan to the Emergency Service District (ESD) #2 Board of Commissioners with the term commencing on January 1, 2018 and continuing thereafter until December 31, 2019.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DPool reappoint

RStrahan reappoint

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 08:25 AM
Form Started By: Garry Brown		Started On: 12/13/2017 12:04 PM
Final Approval Date: 12/14/2017		

DARRYL POOL
ESD 2 Board of Commissioners

Thank you for your consideration of me for appointment to another term as Commissioner of Williamson County Emergency Services District #2.

My wife, Janet, and I are co-owners of Pool Home Designs, LLC, a real estate investment company. Texas Open Door Realty in Round Rock is my sponsor as a Realtor. I do not act as a sales agent; my real estate license was obtained in order to have access to MLS data and for training opportunities.

I moved into the Tonkawa Springs subdivision in 1983. At that time, the Sam Bass Fire Department (SBFD) operated as a volunteer fire department. They conducted fundraisers and made an annual appeal for district residents to make a donation. I contributed each year in the requested amount until SBFD reorganized on a tax-supported basis as a rural fire prevention district. In addition to my long time residence within the ESD district, I have served for several years as election judge in the district whenever Round Rock Presbyterian Church on Sam Bass Road is used as a polling site. For the last three years we have also attended church in the district ever since Hill Country Bible Church opened an additional branch which meets at Walsh Middle School. These factors should demonstrate my appreciation for this area and that I obviously want it and its residents well protected.

I served a partial term as ESD #2 Commissioner to fill a vacancy from February through December, 1998. ESD Commissioners in 1997 had adopted a significant property tax increase which caused a stir in the community. Precinct 3 County Commissioner David Hays (who then represented this area), County Judge John Doerfler and the others on the Commissioners Court supported my appointment with the request to improve communication between the ESD and the community. Relations between the ESD and district taxpayers improved during the year, so I did not seek appointment for another term.

My current service as ESD #2 Commissioner began in August, 2012 in response to a board vacancy. I have met the continuing education training requirement set forth in TX Health & Safety Code section 775.0365 in each of my terms. The certificate stating I have completed the necessary course hours for my current term was delivered to the Precinct 1 County Commissioner office in April of this year. I currently serve as Secretary of the ESD. Since first appointed, it is rare that I have not been able to attend a board meeting.

I have had an opportunity to impartially observe a SBFD response to an emergency. For thirty years no one ever had an accident on our property of any note until October, 2013 when Janet slipped on a wet spot on our tile entry and broke her right knee on the edge of the step down to the living room. None of the SBFD personnel who responded were aware I had any involvement with the ESD. I was very pleased to report at our next ESD board meeting how SBFD handled the situation with a calm demeanor, obtained relevant information about the accident, offered reassurance and comfort to Janet, and then quickly relayed information and effected a smooth transition to the EMS personnel once they arrived. We could not have asked for a better response to our situation from either SBFD or Williamson County EMS.

I would welcome serving another term as ESD #2 Commissioner. My focus has been on helping ensure ESD #2 is run on a professional basis, with strict adherence to the Texas Open Meetings Act and Open Records Act, transparency of operations, and accountability to the taxpayers for all expenditures. I will continue that focus if appointed to another term.

STRAHAN CONSULTING & ENGINEERING SERVICES, INC.

Russell D. Strahan, P.E., M.C.P.

Experience

Building Inspection Engineer, Stone Creek Engineering, Inc., 1995-
Foundation, superstructure, installation or performance evaluation , mostly light framing. Special forensics, cladding problems, façade repair, moisture detection, thermography, endoscopy. Due diligence, arbitration, mediation and litigation support

Engineer & Inspector, Arnold Engineering, Inc., Austin, Tx., 1994-95
Property Condition Reports (TREC, HUD, relocation)

Sr. Project Engineer, AlliedSignal Aerospace Company, L.A., Ca., 1987-94
Management of development programs for aircraft flight controls. DoD Secret clearance

Education

Master of Science in Mechanical Engineering 1991
The University of Southern California

Bachelor of Science in Mechanical Engineering 1987
The University of Texas at Austin

Licenses

Professional Engineer, TBPE 71475 (Mechanical / Structural)
Registered Engineering Firm, Texas Board of Professional Engineers, F-191
Pest Control Business, Texas Department of Agriculture, 10788
Professional Real Estate Inspector, TREC 3890 (inactive)

Certifications

Board-Certified Building Inspection Engineer, BIECI 130
Certified Building Official, International Code Council, 5142456-CB
Housing Code Official, International Code Council, 5142456-H6
Master Code Professional, International Code Council, 5142456-MCP
- Certified Building Code Official – B6
- Building Plans Examiner – B3
- Residential Building Inspector - B1
- Residential Mechanical Inspector- M1
- Residential Plumbing Inspector -P1
- Residential Electrical Inspector -E1
- Residential Plans Examiner – R3
- Residential Energy Inspector / Plans Examiner – 79
- Property Maintenance and Housing Inspector - 64
- Commercial Building Inspector – B2
- Commercial Mechanical Inspector - M2
- Commercial Plumbing Inspector - P2
- Commercial Electrical Inspector -E2
- Commercial Energy Inspector – 77
- Commercial Energy Plans Examiner - 78

Certified Applicator, Structural Pest Control, TDA 562526
Mediator, University of Texas Alternative Dispute Resolution Center

Affiliations & Memberships

National Academy of Building Inspection Engineers (Director)
Building Inspection Engineers Certification Institute
American Society of Mechanical Engineers
National Society of Professional Engineers
International Code Council
Building Officials Association of Texas
Williamson County Emergency Services District #2 (Commissioner)

Commissioners Court - Regular Session **10.**

Meeting Date: 12/19/2017

ESD 9 reappointment

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Karen Dittman to the Emergency Service District (ESD) #9 Board of Commissioners with the term commencing on January 1, 2018 and continuing thereafter until December 31, 2019.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KDittman bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 09:46 AM
Form Started By: Garry Brown		Started On: 12/14/2017 08:33 AM
Final Approval Date: 12/14/2017		

Karen Dittman

ESD 9 Commissioner

I started my working career as a typist for RCA and when they closed down their office I became a secretary at IBM until we started our family.

I did not work again until the boys were all in school.

At Nichols National Bank I was the proof operator and teller. We moved after two years. Upon moving to Texas, I was employed with First National Bank, renamed First Texas Bank. My position was Administrative Assistant to the Executive VP. In this capacity I prepared loans, CD's, IRS's and assisted customers with their needs whatever that entailed. On the absence of the VP, I worked with Federal Reserve and the daily investment of the bank's funds.

When the grandchildren came along, I decided it was time for me to retire and help with them as their parents both work.

Commissioners Court - Regular Session **11.**

Meeting Date: 12/19/2017

ESD 9 appointment

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Robert Vogt to the Emergency Service District (ESD) #9 Board of Commissioners with the term commencing on January 1, 2018 and continuing thereafter until December 31, 2019.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RVogt ESD 9 appt

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 10:43 AM
Form Started By: Garry Brown		Started On: 12/14/2017 10:32 AM
Final Approval Date: 12/14/2017		

ROBERT F. VOGT

OVERVIEW

BUSINESS EXPERIENCE

CIRCUIT OF THE AMERICAS Austin, TX — 2012 – Present
CORNER MARSHAL - PART TIME — 512 301 6600

ANAHEIM ANGELS, VON'S SUPERMARKETS, CITY OF ANAHEIM AND OTHERS — 2006 - 2012
CONSULTING AND PART TIME

NATIONAL ASSOCIATION FOR THE SELF EMPLOYED NASE Covina, CA — 2005
HEALTH INSURANCE AGENT — 626 331 1669

PRIZES! Huntington Beach, CA — 714 891 1710 — 2003 **–** 2005
VICE PRESIDENT OF SALES — Licensed and Commodity Plush, Supplying Retail, Amusement & Crane

ALLIANCE FUNDING GROUP Anaheim, CA — 714 704 1440 — 2003
NATIONAL ACCOUNTS MANAGER — Equipment Leasing Broker, Financial Sales

SUNCO PRODUCTS City of Industry, CA — 626 369 7004 — 2002
NATIONAL SALES MANAGER — Manufacturer of Inflatable Beach, Pool Toys

STROMBECKER CORPORATION Chicago, IL — 773 638 1000 — 2000 – 2002
WESTERN REGIONAL SALES MANAGER — Manufacturer of Bubbles, Rack Toys, Die Cast

PLAYHUT, INC. City of Industry, CA — 909 869 8083 — 1999
VICE PRESIDENT OF SALES — Manufacturer of Fabric Play Structures

McFARLANE TOYS Tempe, AZ — 800 345 7477 — 1997 – 1999
DIRECTOR OF NATIONAL SALES — Manufacturer of Action Figures

PLAY BY PLAY San Antonio, TX — 800 562 6266 — 1996
REGIONAL SALES DIRECTOR — Manufacturer of Plush

MATTEL TOYS El Segundo, CA — 310 252 2000 — 1982 – 1996
ACCOUNT EXECUTIVE — Manufacturer of Barbie, Hot Wheels, Action Figures, Pre-school, Baby — 1972 – 1974

COX HOBBIES Santa Ana, CA — 719 372 6565 — 1974 – 1976
MANAGER CUSTOMER SERVICE — Manufacturer of Gas Powered Airplanes and Cars
PRODUCT PLANNING

ADDITIONAL BUSINESS EXPERIENCE

CLARK / VOLTAIR STUDIOS, INC. Boise, ID	General Manager	1980 – 1982
BOISE CASCADE CORPORATION Boise, ID	Advertising Manager, Homes Division	1978 – 1980
CALIFORNIA FEDERAL SAVINGS & LOAN LA, CA	Marketing Manager	1977 – 1978
LITTON FINANCIAL PRINTING Los Angeles, CA	Marketing Manager	1976 – 1977

EDUCATION

Bachelor of Science Degree Major: Marketing Minor: Management
California State University at Long Beach
Twelve units towards MBA

ROBERT F. VOGT

Award winning sales professional with a "can do" attitude trained to maximize all product sales by being well prepared, well organized and listening to customers' needs. Excellent motivational skills with in-house sales people, independent reps and customers. Strong communication, presentation, negotiating and problem solving skills. Close relationships with key customers.

BUSINESS EXPERIENCE — CONSUMER PRODUCTS

PRIZES! Huntington Beach, CA 2003 – 2005
VICE PRESIDENT OF SALES
Responsible for all Sales, Sales Analysis, Product Presentations and Trade Shows throughout the U.S. Directed over 30 independent rep groups, 350 reps, and 4 in-house sales people. Assisted the President with Marketing and New Product Development. Teaching in-house staff effective sales communication and closing techniques.

- Increased sales 5.6%, profits by 9.8% in 2004.
- Got a vendor number for Wal-Mart.
- Present product lines to key retailers including supermarkets and drug stores.
- Evaluated the sales organization - hired & fired sales representatives
- Set up and presented product at trade shows, gift shows and rep sales organizations
- Cold-called leading retailers to create new customers
- Designed computer reports and Excel spread sheets
- Forecasting, allocations and customer shipping planning

SUNCO PRODUCTS City of Industry, CA 2002
NATIONAL SALES MANAGER
Sold over 200 products through 13 independent sales groups covering North and South America.

- Presented product line to Wal-Mart, Target, K-Mart, Toys R Us, K-B and other key retailers
- Improved the sales organization through firing ineffective reps and hiring aggressive sales organizations.
- Contacted additional sources for OEM income

STROMBECKER CORPORATION Chicago, Illinois 2000 - 2002
WESTERN REGIONAL SALES MANAGER Anaheim Hills, CA
Presented and sold Tootsietoy products in the 14 Western states. Devised innovative sales promotions. Revitalized sales with non-traditional toy accounts. Increased sales volume while establishing price increases. Sold the U.S. Major Supermarket Chains including Kroger, Safeway, Ralph's, Stater Brothers and Flemming.

- Increased sales volume at Fred Meyer by 35% - the #1 customer in the region
- Increased sales volume at the BMK companies by 40% - the #2 customer in the region
- Developed special products for Disney Retail Stores, Disney Catalog and Walt Disney Attractions

PLAYHUT, INC. City of Industry, CA 1999
VICE PRESIDENT OF SALES
Led, motivated, inspired and directed 11 independent sales representative organizations covering over 400 customers. Supervised 3 in-house sales managers, a sales administration manager, inventory planner and six clerical positions. Achieved dramatic, immediate results with new sales policies and procedures. Trained sales managers and reps. Added planograms as sales tools. Provided structure to the sales department.

- Increased sales volume by 71% - best sales year ever for Playhut
- Gross profit up from 30% to 42%
- Increased Wal-mart, Target, and Toys R Us shelf space to 4 foot sections
- Doubled spring selections at K-Mart
- Positioned K-B, QVC, Costco, Sam's, BJ's and other major regional retailers for significant growth
- Achieved 100% increase in ads for fall 1999
- Multiplied the Specialty account volume while developing major growth from the mass accounts
- Authored the sales representative agreements
- Positioned the product line for dual sales presentations – one for the mass merchants, one for the specialty retailers
- Developed new product with Marketing and Design
- Created display centers
- Launched new product fabric – PVC. This augmented the nylon product for a broader product selection
- Expanded licenses

McFARLANE TOYS, A division of TMP International, Inc. Plymouth, MI 1997 - 1999
DIRECTOR OF NATIONAL SALES
Maximized sales using independent reps covering all U.S. and Canadian key customers: TRU, Wal-Mart, Target, K-Mart, K-B and Diamond Distributing. Increased sales and ads for all major and secondary customers.

- Raised sales in 1997 by 26% and in 1998 by 12%
- Positioned company for 20% sales increase for 1999
- Reduced inventory close outs
- Presented product to key customers including specials and collectible action figures
- Created system to track sales and make up shortfalls
- Developed packaging concepts to reach new customers
- Expanded customer base by 10%
- Initiated better public relations and advertising
- Improved communications with the Credit Department
- Developed additional product lines to reach a broader group of customers
- Designed sales reports, forms and documents to facilitate the sales function
- Provided ideas for the design team
- Assisted the Sr. VP of Sales, President and COO

PLAY BY PLAY TOYS AND NOVELTIES, INC. San Antonio, TX 1996
REGIONAL SALES DIRECTOR
Supervised 3 in-house retail sales representatives covering the southeastern territory from Texas to Virginia to Florida. Called on the Wal-Mart / Sam's accounts. Provided sales administration, reports and analysis for the retail division. Coordinated the outside sales representatives. Wrote press releases. Coordinated the development of sales and marketing literature.

- Increased sales of the southeast region from $150,000 to $1,700,000
- Expanded distribution for the S.E. region from 20 accounts, no majors, to 60 accounts including all majors
- Worked with Wal-Mart buyers to cleanup carryover

MATTEL TOYS, INC. El Segundo, CA 1982 – 1996
ACCOUNT EXECUTIVE, Dallas, TX 1990 – 1996
Responsible for selling Girls Toys to the key accounts in the southeast. Called on three of Mattel's top ten customers: Service Merchandise, JC Penney Catalog and Retail, and Army Air Force Exchange Service (AAFES). Other customers included Roses, Brendles, Eckerd Drug Stores, Walt Disney Attractions, and all military customers worldwide. Created and sold special product and collectible products. Earned High Achiever trips to China, Europe and Bali / Bangkok. Mattel promoted and moved me throughout the U.S. to escalating positions of responsibility.

- Number one sales person. Selected by Mattel to be featured by Toy and Hobby magazine
- Enlarged total territory volume from $12 million to over $39 million
- Earned Mattel's High Achiever Awards for sales gains in excess of 15% four times
- Installed a permanent year round end cap program with Service Merchandise in 1995 resulting in a 35% retail sales increase from January through July
- Increased ads and merchandising support for Service Merchandise making them Mattel's 5th largest customer
- Added SKUs in the JC Penney Catalog from 77 to 84 building Mattel Girls toys to the biggest toy supplier for the JC Penney Catalog
- Sold JCP senior management on using Barbie on the back cover of the Christmas Catalog in 1996
- Increased sale to JCP retail from $300,000 in 1994 to $1,800.000 in 1995, a 500% increase
- AAFES sales grew 139% in due to an increase in the basic listing and doubling the ad exposures
- Developed an aggressive retail merchandising program for AAFES

ACCOUNT MANAGER, El Segundo, CA 1985 – 1990
SALES REPRESENTATIVE, Seattle, WA 1982 – 1984
NEW TOY PLANNER, El Segundo, CA 1972 – 1974

COX HOBBIES, A division of Leisure Dynamics, Inc., Santa Ana, CA 1974 – 1976
MANAGER OF CUSTOMER SERVICE 1975 – 1976
Founded department to reduce the 30% return rate of gas engine products. Enlisted over 300 hobby stores for Cox Repair Stations reducing the return rate. Built consumer traffic and cross-sell opportunities for the hobby shops.

MANAGER NEW TOY PLANNING 1974 – 1975
Coordinated Marketing, Advertising, Engineering, Purchasing, and Operations for the development and production of new toys. Designed and managed all child testing and focus group research. Supported the VP of Sales and the VP of Marketing.

* * *

Commissioners Court - Regular Session **12.**

Meeting Date: 12/19/2017

Vehicle Reimbursement Agreement for ERCOT 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 Electric Reliability Council of Texas, Inc. (ERCOT event at EXPO Center)

Background

This agreement gives permission for Electric Reliability Council of Texas, Inc. (ERCOT) to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ERCOT

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 08:25 AM
Form Started By: Starla Hall		Started On: 12/12/2017 11:38 AM
Final Approval Date: 12/14/2017		

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 12/13, 20 17 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: Electric Reliability Council of Texas, Inc.

APPROVED AS TO FORM

Signature: _____

Printed Name: Gene J. Goetz

Title: Manager, Physical Security

Date: 12/7, 20 17

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: _____

Date: 12-11-17, 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 **13.**

Meeting Date: 12/19/2017

Anderson Mill Limited District Standard Agreement 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 the Standard Agreement with Anderson Mill Limited District regarding off-duty contracting of County Sheriff Deputies.

Background

This agreement gives permission for Anderson Mill to contract County Deputies in a private capacity and the County to invoice Anderson Mill Limited District for deputies' vehicle usage.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Anderson Mill MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 08:25 AM
Sheriff (Originator)	Robert Chody	12/14/2017 11:05 AM
Form Started By: Starla Hall		Started On: 12/12/2017 02:51 PM
Final Approval Date: 12/14/2017		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, 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 employment with the LGE, the LGE 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 December 4, SH 2017 ~~2018~~ and shall terminate on September 30, 2018, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2018, and October 1, 2019. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2021.

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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE 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. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

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.

LGE:

Name of LGE: Anderson Mill Limited District

Signature: _____

Printed Name: John Kiracofe

Title: President of the Board of Directors

Date: December 4, 2017

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Robert Chody

Signature of Official: _____

Date: 12-12-17, 2017

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

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR CONFIRMATION OF BUDGETARY AUTHORIZATION RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK[1]

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

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **14.**

Meeting Date: 12/19/2017

North Austin MUD #1 Standard Agreement 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 the Standard Agreement with North Austin Municipal Utility District #1 (Rattan Creek) regarding off-duty contracting of County Sheriff Deputies.

Background

This agreement gives permission for North Austin MUD #1 (Rattan Creek) to contract County Deputies in a private capacity and the County to invoice North Austin MUD #1 for deputies' vehicle usage.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

North Austin MUD #1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 08:25 AM
Form Started By: Starla Hall		Started On: 12/12/2017 03:09 PM
Final Approval Date: 12/14/2017		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF'S Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times working for LGE when performing services for the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, 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 performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool 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 OR COVERED PARTY UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on November 15, 2017, and shall terminate on September 30, 2018, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2018 and October 1, 2019. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY 2021.

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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE agrees to log and maintain records of 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. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay deputies directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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.

LGE:

Name of LGE: **NORTH AUSTIN MUNICIPAL UTILITY DISTRICT NO. 1**

Signature: _____

Alan McNeil
President, Board of Directors

Date: November 15, 2017

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff
Printed Name of Official: Robert Chody

Signature of Official: _____
Date: 12-6-17
Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR CONFIRMATION OF BUDGETARY AUTHORIZATION RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK[1]

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

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **15.**

Meeting Date: 12/19/2017

Retirement of Sheriff's Office K-9 Harry

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action approving the retirement of K-9 Harry and selling him to handler, Douglas Barner, for the sum of $1.00.

Background

Dr. Shane Daigle, DVM has confirmed that 9 year old, K-9 Harry has back and hip disease that is constantly progressing and is in moderate amount of pain. Harry is off and weak in the back legs causing his inability to work like he has in the past as well as lost interest in his daily performances. Dr. Daigle stated it has reached a point where medical intervention is no longer proving to be affective and has recommended that Harry be retired which will be a benefit to Harry, the handler and WCSO. Dr. Daigle has stated that Harry's handler, Deputy Douglas Barner has exemplified what it means to be a devoted canine handler and that Deputy Barner and Harry are truly partners in every sense of the word.

It is requested that Commissioners consider selling K-9 Harry to his handler, Deputy Douglas Barner for the sum of $1.00. Deputy Barner will be responsible for Harry's medical and food expenses. Deputy Barner will also assume personal ownership and liabilities. K-9 Harry was an asset forfeiture fund purchase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Deputy Barner request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 10:31 AM
County Judge Exec Asst.	Wendy Coco	12/14/2017 11:16 AM
Form Started By: Starla Hall		Started On: 12/14/2017 07:36 AM
Final Approval Date: 12/14/2017		

Tim Ryle
Chief Deputy

Robert Chody
WILLIAMSON COUNTY SHERIFF
508 South Rock Street
Georgetown, Texas 78626
Phone (512) 943-1300 * Fax (512) 943-1444

Roy Fikac
Asst Chief Deputy- Law Enforcement

Randolph Doyer
Asst Chief Deputy - Corrections

TO: Sgt. Morris and SMT Command
FROM: Doug Barner
DATE: 12-05-17
SUBJECT: Harry retirement

Please accept this memo as my request to take custody of K9 Harry for $1.00 upon his retirement from the Williamson County Sheriff's Office K9 unit. I understand upon his retirement that I will be responsible for Harry's medical and food expenses. I also understand that I will assume personal ownership and liabilities.

Thank you,
Deputy D. Barner # 10893

Approved
12.13.17
10811

Commissioners Court - Regular Session **16.**

Meeting Date: 12/19/2017

Alliance Transportation Group CONTRACT AMENDMENT 1 for Engineering Services for Williamson County Long-Rang Transportation Plan

Submitted For: Robert Daigh **Submitted By:** Sarah Ramos, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 1 under Williamson County Contract between Alliance Transportation Group and Williamson County dated October 19, 2016 for Engineering Services for Williamson County Long-Range Transportation Plan. This amendment increases the compensation cap from $300,000 to $380,000.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2017-12-05 - Contract Amendment to PSA – ATG

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/11/2017 01:54 PM
Form Started By: Sarah Ramos		Started On: 12/11/2017 11:10 AM
Final Approval Date: 12/11/2017		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Services for Williamson County Long-Range Transportation Plan

THIS CONTRACT AMENDMENT NO. 1 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 **Alliance Transportation Group** (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 October 19, 2016 (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 $300,000.00; 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 $300,000.00 to $380,000.00.

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:	**COUNTY:**
By: Alliance Transportation Group	By: _____
Signature	Signature
James Michael Heath	_____
Printed Name	Printed Name
President	_____
Title	Title
12.8.17	_____
Date	Date

Commissioners Court - Regular Session **17.**

Meeting Date: 12/19/2017

HDR, Inc. for On Call Traffic Engineering Services

Submitted For: Robert Daigh **Submitted By:** Sarah Ramos, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No. 3 in the amount of $40,000 to expire on October 31, 2018 under Williamson County Contract for Engineering Services between HDR, Inc. and Williamson County dated October 8,2015 for On Call Traffic Engineering Services for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HDR - WA 3 - on call

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/11/2017 01:54 PM
Form Started By: Sarah Ramos		Started On: 12/11/2017 12:46 PM
Final Approval Date: 12/11/2017		

WORK AUTHORIZATION NO. 3

PROJECT: On Call Traffic Engineering Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 8,2015 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and HDR, Inc. (the "Engineer").

Part1. 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 **$40,000.00.**

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 October 31, 2018. 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:

HDR ENGINEERING, INC.

By: _____
Signature

RASHED ISLAM, P.E.
Printed Name

VICE PRESIDENT
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

1. County will provide project management
2. County will provide a single point of contact, to be identified upon Notice to Proceed.

Attachment B - Services to be Provided by Engineer

Services will be addressed as requested by Williamson County on a time and materials basis based on the Hourly Rate Schedule in the October 2015 PSA. A scope of work and estimated fee will be provided in writing prior to proceeding with any additional service.

Attachment C - Work Schedule

Engineer shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Engineer on the work schedule and authorization to proceed on assigned services.

Attachment D - Fee Schedule

HDR Engineering, Inc.:

Senior Project Manager	$240.00 per hour
Senior Engineer	$195.00 per hour
Project Engineer	$150.00 per hour
Design Engineer	$125.00 per hour
EIT	$115.00 per hour
Senior GIS Tech	$135.00 per hour
GIS Tech	$100.00 per hour
Senior Engineer Tech	$115.00 per hour
CAD Operator	$ 90.00 per hour
Senior Env Project Manager	$230.00 per hour
Senior Env Planner	$165.00 per hour
Senior ENV Scientist	$125.00 per hour
Env Scientist	$ 90.00 per hour
Admin/Clerical	$ 65.00 per hour

INLAND GEODETICS, LLC

Field Crew Services

Two (2) Person Field Crew	$138.00 per hour
Three (3) Person Field Crew	$160.00 per hour
Four (4) Person Field Crew	$183.00 per hour
Additional Crewmember	$ 42.00 per hour
GPS Field Operator,/Vehicle/GPS Receiver	$118.00 per hour
All Terrain Vehicle	$ 55.00 per day
Additional Vehicle	$ 60.00 per day

Crew Rates include one four wheel drive vehicle. There is no mileage charge for fully equipped field vehicles when the job site is within 50 miles of the office from which the survey crew originates. Field crew stand by time will be charged at stated rates. Field party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated. A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Office Personnel Services

Office personnel are available at fixed hourly rates.

Project Manager	$136.00 per hour
Licensed State Land Surveyor	$132.00 per hour
Registered Professional Land Surveyor	$132.00 per hour
Survey Technician	$ 98.00 per hour
Clerical Support	$ 54.00 per hour

Travel and Subsistence

All travel and subsistence expenses are invoiced at actual rates/cost. Cost of mileage on company owned vehicles is computed at the current IRS mileage allowance. Subsistence per-diem will be billed at current GSA rates as used by the State of Texas.

SWCA Environmental Consultants

Project Manager	$182.00 per hour

Consulting Services:	
Cultural Resources	Air Quality
Environmental Resources	Graphics / Media Production
Paleontology	GIS / CADD Resources
Scientific Resources	Technical Writing / Editing
Planning Resources	Principal Investigator

Subject Matter Expert XI	$315.00 per hour
Subject Matter Expert X	$301.90 per hour
Subject Matter Expert IX	$288.80 per hour
Subject Matter Expert VIII	$275.70 per hour
Subject Matter Expert VII	$262.60 per hour
Subject Matter Expert VI	$249.50 per hour
Subject Matter Expert V	$236.40 per hour
Subject Matter Expert IV	$223.30 per hour
Subject Matter Expert III	$210.20 per hour
Subject Matter Expert II	$197.10 per hour
Subject Matter Expert I	$184.00 per hour
Specialist XI	$182.00 per hour
Specialist X	$166.00 per hour
Specialist IX	$149.00 per hour
Specialist VIII	$138.00 per hour
Specialist VII	$127.00 per hour
Specialist VI	$116.00 per hour
Specialist V	$105.00 per hour
Specialist IV	$ 93.00 per hour
Specialist III	$ 83.00 per hour
Specialist II	$ 71.00 per hour
Specialist I	$ 61.00 per hour
Technician II	$ 49.00 per hour
Technician I	$ 39.00 per hour
Administrative VII	$105.00 per hour
Administrative VI	$ 93.00 per hour
Administrative V	$ 83.00 per hour
Administrative IV	$ 71.00 per hour
Administrative III	$ 61.00 per hour
Administrative II	$ 49.00 per hour
Administrative I	$ 39.00 per hour

Terracon

Geotechnical Personnel

Senior Principal / Officer / Consultant, P.E	$170.00 per hour
Principal Geotechnical Engineer, P.E.	$140.00 per hour
Senior Geotechnical Engineer, P.E.	$130.00 per hour
Project Manager	$115.00 per hour
Project Geotechnical Engineer	$105.00 per hour
Staff Geotechnical Engineer	$ 95.00 per hour
Field Geologist, P.G.	$ 75.00 per hour
Senior Engineering Technician	$ 48.00 per hour
Engineering Technician	$ 44.00 per hour
Drilling / Field Services Coordinator	$ 60.00 per hour
Extra Drilling Crew Member	$ 50.00 per hour
Draftsman	$ 70.00 per hour
Clerical Support /Administrative Staff	$ 48.00 per hour

Field Services

Mobilization,Truck-Mounted Drill Rig (within 50 mile of office)	$ 300.00
Addl. Mileage of Drill Rig, (beyond 50 mile of office)	$ 3.50
Minimum Field Charge for Truck-Mounted Drill Rig, per day	$ 700.00
Mobilization of Track/ -Mounted Drill Rig, each (within 50 mile of office)	$ 500.00
Addl. Mileage of Track/ATV Drill Rig, per mile (beyond 50 mile of office)	$ 6.00
Minimum Field Charge for Track/ATV-Mounted Drill Rig, per day	$1,500.00
Drilling Crew hourly rate (two-man crew), per hour	$ 250.00
Drilling Crew & Rig Standby Time (two-man crew), per hour	$ 250.00
Extra Drilling Crew Member, per hour	$ 50.00

Soil Borings, using 3-inch thin-wall tube sampling (Shelby tube) or 2-inch split-barrel sampling (SPT), depths measured from existing ground surface:

0 to 25 feet, per foot	$14.00
25 to 50 feet, per foot	$15.50
50 to 75 feet, per foot	$17.00
75 to 100 feet, per foot	$18.50
Wash or auger boring, per foot (no sampling)	$12.00
Additional for Hollow-Stem Augering, per foot	$6.00

Rock Coring, using Nx core barrel sampling, depths measured from existing ground surface:

Softer Rocks (e.g., Austin, Eagle Ford, Del Rio, Walnut, Glen Rose formations and similar):

0 to 25 feet, per foot	$18.00
25 to 50 feet, per foot	$20.00
50 to 75 feet, per foot	$22.00
75 to 100 feet, per foot	$24.00

Harder Rocks (e.g., Edwards, Buda, Georgetown, Comanche Peak formations and similar):	
0 to 25 feet, per foot	$20.00
25 to 50 feet, per foot	$22.00
50 to 75 feet, per foot	$24.00
75 to 100 feet, per foot	$26.00
Additional Footage Charge if using Track or ATV-Mounted Drill Rig, per foot	$ 2.00
TxDOT Cone Penetration (TCP) tests, each	$30.00
Grouting of Borings with bentonite or sak-crete, per foot	$ 5.00
Laboratory Classification Tests	
Atterberg limits, each	$ 55.00
Moisture content, each	$ 8.00
Density Determination (using Shelby tube or SPT sample), each	$ 15.00
Specific gravity, each	$ 70.00
Soil pH, each	$ 30.00
Soil Resistivity (Miller box method), each	$125.00
Chloride & Soluble Sulfate Content, TEX-620-J, each	$ 75.00
Laboratory Grain Size Tests	
Sieve analysis, ASTM C 136, each	$ 75.00
Percent Passing No. 200 Sieve, ASTM C 117, each	$ 45.00
Combined ASTM C 136 and C 117, each	$ 95.00
Hydrometer analysis, ASTM D 422, each	$125.00
Laboratory Strength and Volume Change Tests	
Unconfined Compression Test (soil), each	$ 30.00
Unconfined Compression Test (rock), each	$ 35.00
Triaxial Compression Tests:	
Unconsolidated-Undrained (UU), per circle	$265.00
Consolidated-Undrained (CU), with pore pressure measurements	$450.00
Direct Shear Tests:	
On Coarse-Grained Soils, per point	$175.00
On Fine-Grained Soils, per point	$275.00
Absorption Swell Tests:	
Free Swell, each	$100.00
Single Pressure (at estimated overburden), each	$120.00
Additional Pressures, each	$ 50.00
Swell Pressure (controlled swell), each	$300.00
Consolidation Test, regular with increasing load increments (max 6 loads), each	$440.00
Additional Load Increments, each	$ 50.00
Additional Unload-Reload Cycles, per cycle	$125.00
Other Laboratory Tests and Miscellaneous Items	
Flexible Wall Triaxial Permeability Test (Falling Head), each	$350.00
Optimum Moisture/Maximum Density Relations:	

ASTM D 698, each	$170.00
ASTM D 1557, each	$200.00
TEX-113-E, each	$220.00
TEX-114-E, each	$180.00
Additional Charge for Coarse Aggregate Correction (ASTM D 4718), each	$ 25.00
Relative Density, ASTM D 4253 & D 4254, each	$275.00
California Bearing Ratio (CBR), each	$315.00
Soil-Lime Relationship (Lime Series using PI and pH methods), each	$700.00
Sample Preparation (if required), per hour	$ 48.00

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Commissioners Court - Regular Session **18.**

Meeting Date: 12/19/2017

Alliance Transportation Group for On Call Traffic Engineering Services

Submitted For: Robert Daigh **Submitted By:** Sarah Ramos, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No. 3 in the amount of $40,000 to expire on October 31, 2018 under Williamson County Contract for Engineering Services between Alliance Transportation Group Inc. and Williamson County dated March 12, 2015 for On Call Traffic Engineering Services for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance Trans Grp - WA 3 on call

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/11/2017 01:54 PM
Form Started By: Sarah Ramos		Started On: 12/11/2017 01:31 PM
Final Approval Date: 12/11/2017		

WORK AUTHORIZATION NO. 3

PROJECT: On Call Traffic Engineering Serivces

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 12, 2015 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Transportation Group Inc.** (the "Engineer").

Part1. 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 **$40,000.00.**

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 October 31, 2018. 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 1 day of December, 2017.

ENGINEER:

Alliance Transportation Group

By: _____
Signature

Clint Jamper
Printed Name

VP, Engineering
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

1. County will provide project management
2. County will provide a single point of contact, to be identified upon Notice to Proceed.

Attachment B - Services to be Provided by Engineer

Services will be addressed as requested by Williamson County on a time and materials basis based on the Hourly Rate Schedule in the March 2015 PSA. A scope of work and estimated fee will be provided in writing prior to Alliance Transportation Group, Inc. proceeding with any additional service.

Attachment C - Work Schedule

Engineer shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Engineer on the work schedule and authorization to proceed on assigned services.

Attachment D - Fee Schedule

RATE SCHEDULE

ALLIANCE TRANSPORTATION GROUP, INC.

1. **Project Principal**.....$ 242.00
2. **Senior Project Manager**.....$ 240.00
3. **Senior Engineer**.....$ 179.00
4. **Project Engineer**.....$ 136.00
5. **EIT (1 to 4 years)** .....$ 90.00
6. **Sr. Engineer Tech (15+ years)** .....$ 127.00
7. **Engineer Tech (<15 years)** .....$ 88.00
8. **Planning Director**.....$ 223.00
9. **Senior Planner (15+ years)** .....$ 158.00
10. **Planner II(5+ years)** .....$ 120.00
11. **Controller**.....$ 104.00
12. **Project Administrator**.....$ 95.00
13. **Clerical**.....$ 59.00

OTHER DIRECT EXPENSES	Units	Unit Cost
Photocopies B/W (8 1/2" X 11")	each	$0.25
Photocopies B/W (11" x 17")	each	$0.50
Photocopies Color (8 1/2" X 11")	each	$1.00
Photocopies Color (11" X 17")	each	$2.00
Plots (B/W on Bond)	square foot	$6.00
Plots (Color on Bond)	square foot	$8.00
Plots (Color on Photographic Paper)	square foot	$10.00
Digital Ortho Plotting	square foot	$2.50
Color Graphics on Foam Board	square foot	$20.00
GPS Receiver (in-house)	day	$32.00

Commissioners Court - Regular Session **19.**

Meeting Date: 12/19/2017

Freese and Nichols WA 3 for On Call Professional Engineering Services

Submitted For: Robert Daigh **Submitted By:** Sarah Ramos, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No. 3 in the amount of $50,000 to expire on November 30,2018 under Williamson County Contract for Engineering Services between On Call Professional Engineering Services and Williamson County dated December 22, 2016 for On Call Professional Engineering Services for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Freese& Nichols - WA 3 - on call

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/12/2017 02:41 PM
Form Started By: Sarah Ramos		Started On: 12/12/2017 01:14 PM
Final Approval Date: 12/12/2017		

WORK AUTHORIZATION NO. 3

PROJECT: On Call Professional Engineering Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated December 22, 2016 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Freese and Nichols, Inc. (the "Engineer").

Part1. 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 **$50,000.00.**

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 November 30, 2018. 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:	COUNTY:
FREESE AND NICHOLS	Williamson County, Texas
By: _____	By: _____
Signature	Signature
JEROME SCANLON	
Printed Name	Printed Name
ASSOCIATE	
Title	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 Road & Bridge Division personnel will provide project direction, review and oversight.

Attachment B - Services to be Provided by Engineer

FNI will provide general consulting services and support to the Engineering Design Services for Replacement of Culvert Crossings Project as requested. Services may include but are not limited to:

1. Providing engineering reviews and floodplain management services for projects in the County as requested. Assistance may include review of development projects, Conditional Letters of Map Revision (CLOMR) submittals, Letters of Map Revision (LOMR) submittals, and hydrologic or hydraulic models (including 2D models).

2. Support staff activities for County projects as requested including developing or reviewing CLO MR/LO MR' s, developing hydrologic or hydraulic models, staff augmentation, and/or provide technical expertise and general peer review for County designed projects.

3. Assist County Staff in addressing drainage concerns from County Residents or County Commissioners as requested. Generally, these tasks will include gathering information related to the possible drainage issue/concern including talking to stakeholders, evaluating/analyzing drainage patterns and runoff quantities, and preparing a summary memorandum that documents the issue and analysis. If requested and needed, these tasks may include providing recommendations for drainage improvements, conceptual design analyses, and opinions of probable construction costs.

4. Provide training and/or technical support to County staff as requested.

Attachment C - Work Schedule

Individual tasks under this contract will be initiated by the County. For each task assignment Freese and Nichols will provide a written description of the services to be provided, estimated timeline for completion, and requested deliverables. Freese and Nichols will proceed with the individual tasks upon written task authorization from the County.

Attachment D - Fee Schedule

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed Three Hundred Six Thousand Seven Hundred Two Dollars and No Cents ($306,702). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

Position	Rate
Professional - 1 (Env. Scientist I-III, Hydrologist I-III, GIS I-III)	113
Professional - 2 (Engineer I-III, Hydrologist IV, GIS IV)	137
Professional - 3 (Engineer IV, Env. Scientist IV, Hydrologist V, GIS V, Senior Geologist)	156
Professional - 4 (Engineer V, Env. Scientist V-VI)	178
Professional - 5 (Engineer VI, Env. Scientist VII, Hydrologist VI)	209
Professional - 6 (Engineer VII-VIII, Env. Scientist VIII)	240
Construction Manager - 1	91
Construction Manager - 2	117
Construction Manager - 3	138
Construction Manager - 4	173
CAD Technician/Designer - 1	96
CAD Technician/Designer - 2	126
CAD Technician/Designer - 3	153
Corporate Project Support - 1	92
Corporate Project Support - 2	111
Corporate Project Support - 3	148
Intern/ Coop	57

Rates for In-House Services

Technology Charge
$8.50 per hour

Travel
Standard IRS Rates

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

OTHER DIRECT EXPENSES

Other direct expenses are reimbursed at actual cost. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost.

Commissioners Court - Regular Session **20.**

Meeting Date: 12/19/2017

Alliance Transportation Group Supplemental 1 to WA 2 Engineering Services for the Long Range Transportation Plan

Submitted For: Robert Daigh **Submitted By:** Sarah Ramos, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 under Williamson County Contract between Alliance Transportation Group, Inc. and Williamson County dated October 19, 2016 for Engineering Services for Williamson County Long Range Transportation Plan. This supplemental is to extend the expiration date to December 30, 2018. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance LRTP - Supplemental 1 to WA2 -Eng. Srv

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/12/2017 02:41 PM
Form Started By: Sarah Ramos		Started On: 12/12/2017 01:42 PM
Final Approval Date: 12/12/2017		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 2

Engineering Services for Williamson County Long Range Transportation Plan

This Supplemental Work Authorization No. 1 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 19, 2016 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective October 10, 2017 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The above referenced Work Authorization termination date shall be modified to December 30, 2018. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Engineer understands and agrees that County's payment of amounts under this Supplemental 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 the Supplemental Work Authorization. It is further understood and agreed by Engineer that County shall have the right to terminate this Supplemental Work Authorization 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.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

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

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
James Michael Heath	_____
Printed Name	Printed Name
President	_____
Title	Title
12.11.2017	_____
Date	Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

Attachment C - Work Schedule

The completed TDM scenarios are due by December 30, 2018.

Commissioners Court - Regular Session **21.**

Meeting Date: 12/19/2017

Alliance Transportation Group WA 3 Engineering Services for Williamson County Long Range Transportation Plan

Submitted For: Robert Daigh **Submitted By:** Sarah Ramos, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No. 3 in the amount of $56,092.00 to expire on December 30, 2018 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.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2017-12-05 - Alliance - WA 3 - Eng. Srv. LRTP

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/12/2017 02:41 PM
Form Started By: Sarah Ramos		Started On: 12/12/2017 02:08 PM
Final Approval Date: 12/12/2017		

WORK AUTHORIZATION NO. 3

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").

Part1. 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 **$56,092.00.**

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, 2018**. 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:	COUNTY:
Alliance Transportation Group, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
James Michael Heath	_____
Printed Name	Printed Name
President	_____
Title	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

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 that include Corridor E. These two (2) TDM scenarios shall be for 2040 and Full Development. The scenarios shall be based upon the current LRTP scenarios with the addition of Corridor E, as defined by the County.

Deliverables

- CAMPO TDM traffic forecasts for each of two (2) scenarios defined by the County
- Memorandum depicting forecast volumes and a subset of the performance measures included in the County LRTP. The memorandum shall include exhibits similar to those used to describe scenarios in the LRTP.

Task 5 Graphic Support
To support the County in providing materials to help staff, County planning partners, policy makers and the public visualize the outcomes of the various analyses being carried out and the alternatives being considered during plan Development, as well as to support the design and development of an accessible and aesthetic pleasing plan document, the CONSULTANT shall provide graphic support services to the County by carrying out the following tasks.

Task 5.1 Graphic Exhibits
The CONSULTANT shall develop and provide a resource library designed to support the development of presentations in PowerPoint form by County staff. Products shall include:

- PowerPoint format slides that depict thematic maps, figures, charts, and diagrams from or related to the LRTP and designed to illustrate and support exposition of the concepts, alternatives and outcomes of the LRTP.

Deliverables for Task 5 Graphic Support

- PowerPoint slide library that illustrate and support exposition of the concepts, alternatives and outcomes of the LRTP.

Task 6 Peer Review and Editing

The CONSULTANT shall provide technical writing, peer review and editing services to support the County staff in developing the substantive content for the Williamson County Long Range Transportation Plan by carrying out the following tasks:

Task 6.1 Technical Writing and Editing

The CONSULTANT shall provide technical writing support to the County staff by completing the following services:

- CONSULTANT shall contribute concepts, analysis, and content designed to support County staff in the development of Chapter 7, Strategy for Growth.

Deliverables for Task 6 Peer Review and Editing

- Microsoft Word files containing substantive concepts, analysis, and content that would provide a more comprehensive exposition of the LRTP Strategy for Growth.

Attachment C - Work Schedule

The completed draft report is due by December 30, 2018.

Attachment D - Fee Schedule

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

Commissioners Court - Regular Session **22.**

Meeting Date: 12/19/2017

Discuss consider and take appropriate action on approval of the replat for the Omer Galle Subdivision Lot 1 – Pct 2

Submitted For: Terron Evertson **Submitted By:** Katheryn Cromwell, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the replat for the Omer Galle Subdivision Lot 1 – Pct 2

Background

This subdivision consists of three single family lots and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Omer Galle Replat Lot 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/12/2017 12:10 PM
Form Started By: Katheryn Cromwell		Started On: 12/12/2017 09:39 AM
Final Approval Date: 12/12/2017		

RESUBDIVISION OF LOT 1
OMER GALLE SUBDIVISION

BEING 4.856 ACRES OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417
WILLIAMSON COUNTY, TEXAS

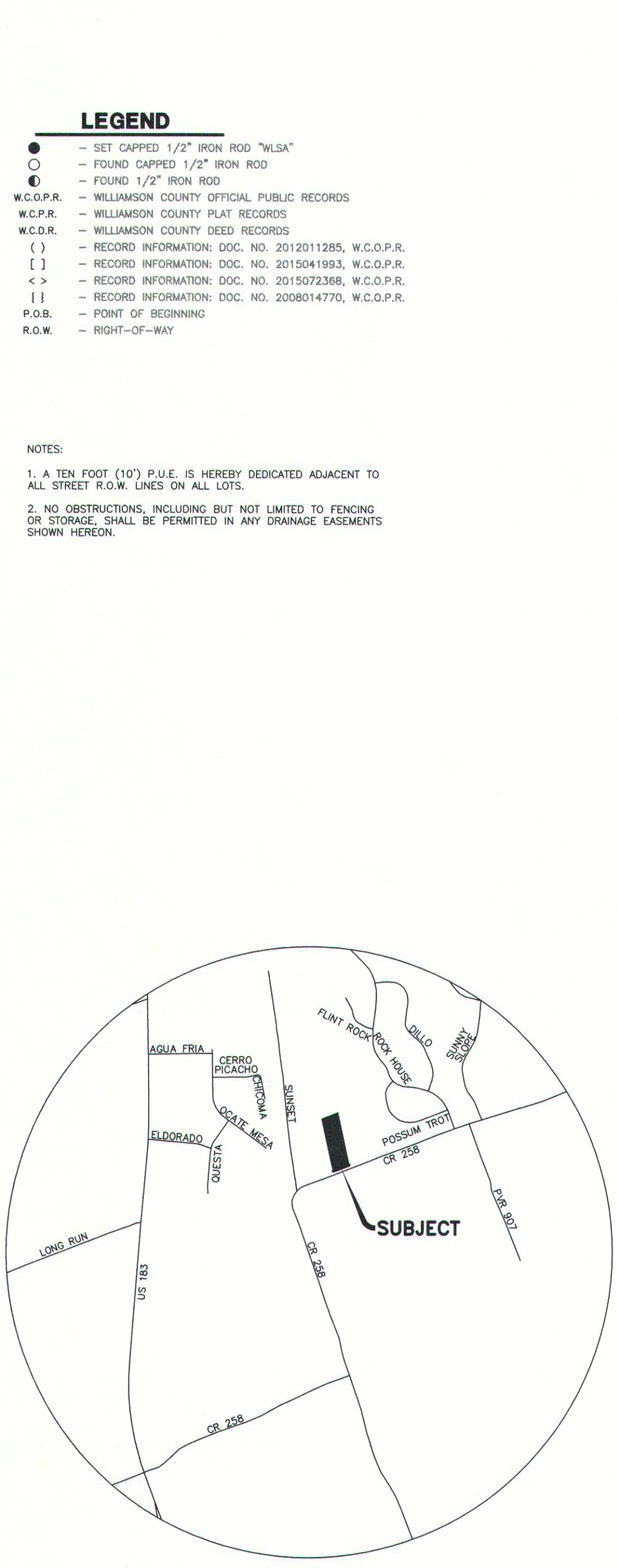
LEGEND

●	– SET CAPPED 1/2" IRON ROD "WLSA"
○	– FOUND CAPPED 1/2" IRON ROD
◐	– FOUND 1/2" IRON ROD
W.C.O.P.R.	– WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
W.C.P.R.	– WILLIAMSON COUNTY PLAT RECORDS
W.C.D.R.	– WILLIAMSON COUNTY DEED RECORDS
( )	– RECORD INFORMATION: DOC. NO. 2012011285, W.C.O.P.R.
[ ]	– RECORD INFORMATION: DOC. NO. 2015041993, W.C.O.P.R.
< >	– RECORD INFORMATION: DOC. NO. 2015072368, W.C.O.P.R.
{ }	– RECORD INFORMATION: DOC. NO. 2008014770, W.C.O.P.R.
P.O.B.	– POINT OF BEGINNING
R.O.W.	– RIGHT–OF–WAY

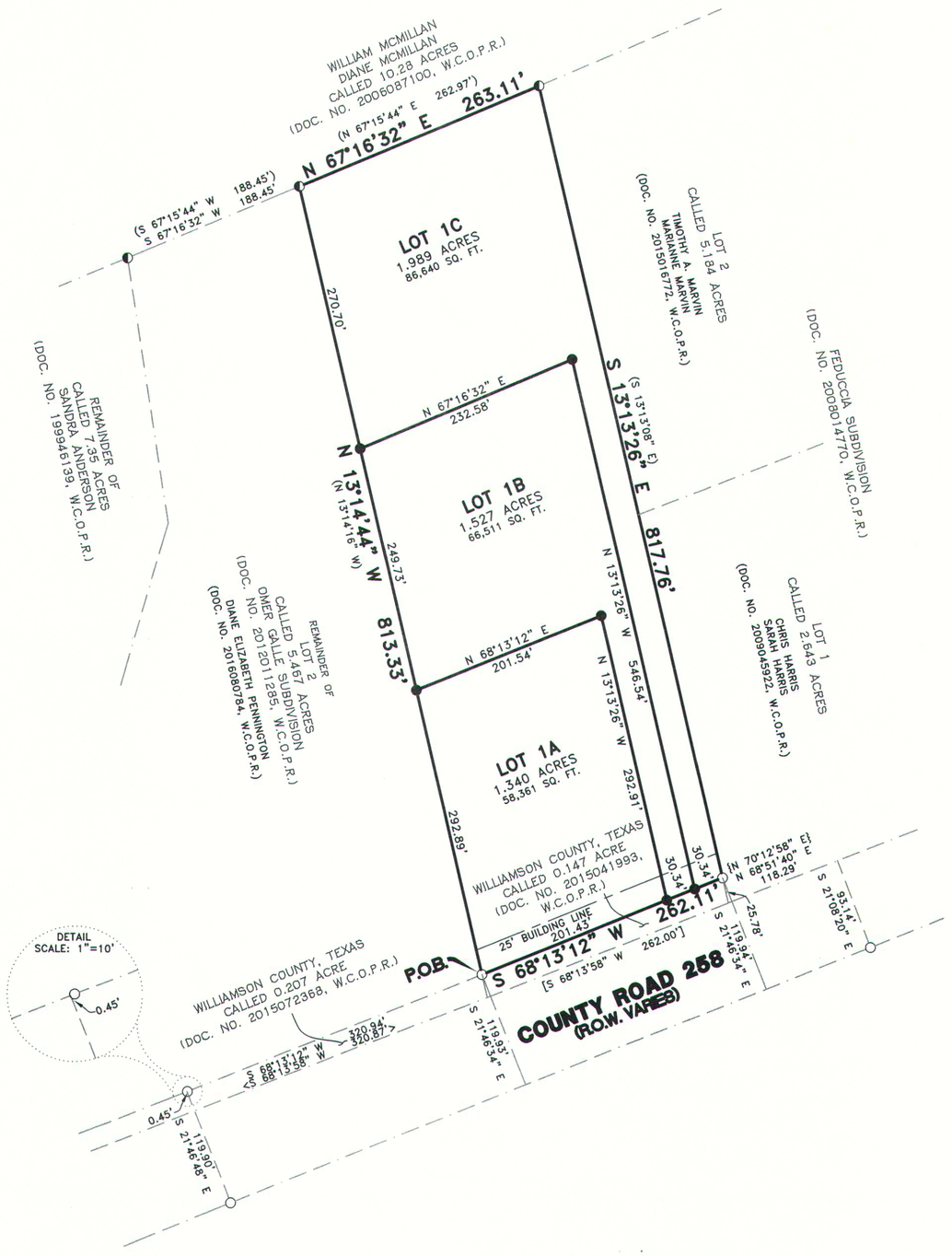
NOTES:

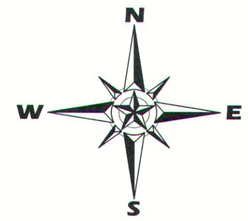
1. A TEN FOOT (10') P.U.E. IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. LINES ON ALL LOTS.

2. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.



VICINITY MAP
NOT TO SCALE





SCALE: 1" = 100'

100 0 100 200 300 Feet

OWNER:	LLOYD WAYNE HOMES, LLC 107 FOX HOLLOW DRIVE GEORGETOWN, TX 78628
OVERALL ACREAGE:	4.856 ACRES (211,512 SQ. FT.)
LOT 1A ACREAGE:	1.340 ACRES (58,361 SQ. FT.)
LOT 1B ACREAGE:	1.527 ACRES (66,511 SQ. FT.)
LOT 1C ACREAGE:	1.989 ACRES (86,640 SQ. FT.)
SURVEY:	B. MANLOVE SURVEY, ABSTRACT NO. 417
NUMBER OF LOTS:	3

SHEET 1 OF 2

FIELDED BY:	NC	09/30/16
DRAWN BY:	JC	11/28/16
CHECKED BY:	RW	12/05/16
REVISED:		12/01/17

JOB NO. 32556

Windrose Services Land Austin
4120 Commercial Center Dr.
Suite 300
Austin, Texas 78744
Firm Registration No. 10110400
Telephone: (512) 326–2100
Fax: (512) 326–2770

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RESUBDIVISION OF LOT 1
OMER GALLE SUBDIVISION
BEING 4.856 ACRES OUT OF THE B. MANLOVE, ABSTRACT NO. 417
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS §
COUNTY OF WILLIAMSON §

I, Lloyd Wayne Homes, LLC, sole owner of that certain tract of land shown hereon and described in deed recorded in Document No. 2016071374, of the Official Records of Williamson County, Texas, and do hereby resubdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as "RESUBDIVISION OF LOT 1, OMER GALLE SUBDIVISION".

TO CERTIFY WHICH, WITNESS by my hand this 6TH day of DECEMBER, 2017

Cathy Potts, President for Lloyd Wayne Homes

Lloyd Wayne Homes, LLC
Cathy Potts, President
107 Fox Hollow Drive
Georgetown, TX 78628

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
This instrument was acknowledged before me on the _day of, 20__, by, Cathy Potts, as President of Lloyd Wayne Homes, LLC, on behalf of said Lloyd Wayne Homes, LLC.

Christy Owen
Notary Public, State of Texas

Printed Name: CHRISTY OWEN
My Commission Expires: 07/07/19

CHRISTY OWEN
NOTARY PUBLIC - STATE OF TEXAS
ID# 301296-5
COMM. EXP. 07-07-2019

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

That Little City Investments, the Lien Holder of that certain 4.856 acre tract of land recorded in Document No. 201500729, of the Official Records of Williamson County, Texas do hereby consent to the subdivision of that certain acre tract of land situated in the City of Liberty Hill, Williamson County, Texas, and do further hereby join, approve, and consent to the dedication to the public forever use of the streets, alleys, easements and all other lands intended for public dedication as shown hereon.

Little City Investments

By: Kary Ayoock, its Managing Member

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON § TRAVIS
This instrument was acknowledged before me on the 5th day of, December 2017, by, Kary Ayoock, on as Managing Member of Little City Investments, on behalf of Little City Investments.

Notary Public, State of Texas

Printed Name: CAROL CUNNINGHAM
My Commission Expires: JULY 20, 2021

CAROL CUNNINGHAM
ID #11941180
My Commission Expires
July 20, 2021

Based upon the representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's office and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

J. Terron Everston, PE., DR., CFM
County Engineer

12/11/17
Date

THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, Michael Turner, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this replat is true and correctly made from an actual survey made on the ground under my direct supervision of the property legally described hereon, and that the corner monuments shown thereon were properly placed under my direct supervision, in accordance with Chapter 5, Subdivisions, Public Improvements, City of Liberty Hill Unified Developement Code.

11/6/17

MICHAEL TURNER DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6441
WINDROSE LAND SERVICES-AUSTIN LTD.
4120 COMMERCIAL CENTER DRIVE, SUITE 300
AUSTIN, TEXAS 78744
PHONE: 512-326-2100
FAX: 512-326-2770

STATE OF TEXAS
REGISTERED
MICHAEL TURNER
6441
PROFESSIONAL
LAND SURVEYOR

GENERAL NOTES:

1) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE WATER SYSTEM. WATER SERVICE WILL BE PROVIDED BY THE CITY OF GEORGETOWN.

2) SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

3) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS.

4) NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING, SHALL BE PERMITTED WITHIN ANY DRAINAGE EASEMENTS SHOWN HEREON, EXCEPT AS APPROVED BY WILLIAMSON COUNTY.

5) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.

6) PROPERTY OWNER AND HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.

7) THE DEVELOPER, BUILDER, SELLER, OR AGENT SHALL INFORM, IN WRITING, EACH BUYER OF SUBDIVISION LOTS OR PROPERTY LOCATED WITHIN FLOOD HAZARD AREAS THAT SUCH PROPERTY IS IN AN IDENTIFIED FLOOD HAZARD AREA AND THAT A FLOOD PLAIN DEVELOPMENT PERMIT WILL BE REQUIRED BEFORE A STRUCTURE CAN BE PLACED ON THE PROPERTY. THE WRITTEN NOTICE SHALL BE FILED FOR RECORD IN THE WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS. A COPY OF THIS WRITTEN NOTICE SHALL BE PROVIDED WHEN APPLICATIONS ARE MADE FOR FLOOD PLAIN DEVELOPMENT PERMITS.

8) PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, GRADING, CHANNEL IMPROVEMENT, OR STORAGE OF MATERIALS OR ANY OTHER CHANGE WITHIN THE 100 YEAR FLOOD PLAIN LOCATED WITHIN THIS SURVEY, AN APPLICATION FOR FLOOD PLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE PROJECT AND THE EXTENT OF CHANGES, IF ANY, TO THE WATER COURSE OR NATURAL DRAINAGE AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.

9) PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OF MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

10) A 75' SETBACK FROM CREEKS, LAKES, DRAINAGE-WAYS, AND DRAINAGE EASEMENTS, A 25' SETBACK FROM BREAKS IN GRADE AND A 25' SETBACK FROM RECHARGE FEATURES.

11) THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE, HOWEVER IT IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

12) THE SUBJECT PROPERTY IS LOCATED IN ZONE "X" (UNSHADED). NO PORTION OF THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN THE LIMITS OF A FLOOD HAZARD AREA OR WITHIN THE LIMITS OF THE 100 YEAR FLOOD PLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON COMMUNITY PANEL NO. 481079 0275 E, DATED SEPTEMBER 26, 2008. ZONE DETERMINATION WAS DONE BY GRAPHIC PLOTTING FROM THE FEMA MAP. SURVEYOR DOES NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

13) NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.

14) ALL BEARINGS ARE BASED ON THE TEXAS LAMBERT STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83.

15) THE PROPERTY SHOWN HEREON IS SUBJECT TO A 15' WIDE RIGHT OF WAY EASEMENT (BLANKET-IN-NATURE) CENTERED ON THE PIPELINE AS INSTALLED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION BY VOLUME 2225, PAGE 736, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, ACCORDING TO INFORMATION CONTAINED IN TITLE COMMITMENT GF NO. AUT15009180-01 OF ALAMO TITLE INSURANCE COMPANY, POLICY DATE OF NOVEMBER 17, 2015. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY.

16) IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

17) RURAL MAIL BOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

18) NO MORE THAN 3 LOTS MAY SHARE USE OF A JOINT ACCESS DRIVEWAY.

19) DRIVEWAY SPACING ALONG CR. 258 SHALL BE NO CLOSER THAN 100 FEET MEASURED CENTER TO CENTER.

20) LOTS 1B AND 1C MAY NOT BE FURTHER SUBDIVIDED.

21) EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

Road name and address assignments verified this the 6th day of December, 2017 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

METES AND BOUNDS LEGAL DESCRIPTION OF 4.856 ACRES:

BEING A TRACT OR PARCEL OF LAND CONTAINING 4.856 ACRES (211,512 SQ. FT.) SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, COMPRISED OF THAT CERTAIN LOT 1, OMER GALLE SUBDIVISION, ACCORDING TO PLAT RECORDED IN DOCUMENT NO. 2012011285, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (W.C.O.P.R.), CONVEYED TO CLP EQUITIES, INC. BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2015100729, W.C.O.P.R., SAVE AND EXCEPT THAT CERTAIN CALLED 0.147 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS AS ADDITIONAL RIGHT-OF-WAY FOR COUNTY ROAD 258 BY DEED RECORDED IN DOCUMENT NO. 2015041993, W.C.O.P.R. SAID 4.856 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: ALL BEARINGS ARE BASED ON THE TEXAS LAMBERT STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83:

BEGINNING AT A CAPPED ½" IRON ROD FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 258 (R.O.W. VARIES), BEING THE SOUTHEAST CORNER OF THE REMAINDER OF LOT 2 OF SAID OMER GALLE SUBDIVISION, BEING THE NORTHEAST CORNER OF THAT CERTAIN CALLED 0.207 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS AS ADDITIONAL RIGHT-OF-WAY FOR COUNTY ROAD 258 BY DEED RECORDED IN DOCUMENT NO. 2015072368, W.C.O.P.R., BEING THE NORTHWEST CORNER OF SAID 0.147 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THE REMAINDER OF SAID LOT 1 OF SAID OMER GALLE SUBDIVISION, AND THE SOUTHWEST CORNER HEREOF, FROM WHICH A CAPPED ½" IRON ROD FOUND AT AN ANGLE POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 258, SAME BEING THE NORTHERLY LINE OF SAID 0.207 ACRE TRACT AND THE SOUTHERLY LINE OF THE REMAINDER OF SAID LOT 2 OF SAID OMER GALLE SUBDIVISION, BEARS SOUTH 68°13'12" WEST, A DISTANCE OF 320.94' (RECORD – DOC. NO. 2015072368, W.C.O.P.R.: SOUTH 68°13'58" WEST, 320.87');

THENCE NORTH 13°14'44" WEST (RECORD – DOC. NO. 2012011285, W.C.O.P.R.: NORTH 13°14'16" WEST) WITH THE EASTERLY LINE OF THE REMAINDER OF SAID LOT 2 OF SAID OMER GALLE SUBDIVISION, SAME BEING THE WESTERLY LINE OF THE REMAINDER OF SAID LOT 1 OF SAID OMER GALLE SUBDIVISION AND THE WESTERLY LINE HEREOF, A DISTANCE OF 813.33' TO A ½" IRON ROD FOUND IN THE SOUTHERLY LINE OF THAT CERTAIN TRACT 2, CALLED 10.28 ACRES, CONVEYED TO WILLIAM MCMILLAN AND DIANE MCMILLAN BY WARRANTY DEED RECORDED IN DOCUMENT NO. 2006087100, W.C.O.P.R., BEING THE NORTHEAST CORNER OF THE REMAINDER OF SAID LOT 2 OF SAID OMER GALLE SUBDIVISION, FOR THE NORTHWEST CORNER OF THE REMAINDER OF SAID LOT 1 OF SAID OMER GALLE SUBDIVISION AND THE NORTHWEST CORNER HEREOF, FROM WHICH A ½" IRON ROD FOUND IN THE SOUTHERLY LINE OF TRACT 1, CALLED 9.33 ACRES, CONVEYED TO WILLIAM MCMILLAN AND DIANE MCMILLAN BY WARRANTY DEED RECORDED IN DOCUMENT NO. 2006087100, W.C.O.P.R., BEING THE NORTHEAST CORNER OF THE REMAINDER OF A CALLED 7.35 ACRE TRACT CONVEYED TO SANDRA ANDERSON BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 199946139, W.C.O.P.R., AND BEING THE NORTHWEST CORNER OF THE REMAINDER OF SAID LOT 2 OF SAID OMER GALLE SUBDIVISION, BEARS SOUTH 67°16'32" WEST, A DISTANCE OF 188.45' (RECORD – DOC. NO. 2012011285, W.C.O.P.R.: SOUTH 67°15'44" WEST, 188.45');

THENCE NORTH 67°16'32" EAST (RECORD – DOC. NO. 2012011285, W.C.O.P.R.: NORTH 67°15'44" EAST) WITH THE SOUTHERLY LINE OF SAID 10.28 ACRE TRACT, SAME BEING THE NORTHERLY LINE OF THE REMAINDER OF SAID LOT 1 OF SAID OMER GALLE SUBDIVISION AND THE NORTHERLY LINE HEREOF, A DISTANCE OF 263.11' (RECORD – DOC. NO. 2012011285, W.C.O.P.R.: 262.97') TO A ½" IRON ROD FOUND AT THE NORTHWEST CORNER OF THAT CERTAIN LOT 2 OF FEDUCCIA SUBDIVISION, ACCORDING TO PLAT RECORDED IN DOCUMENT NO. 2008014770, W.C.O.P.R., FOR THE NORTHEAST CORNER OF THE REMAINDER OF SAID LOT 1 OF SAID OMER GALLE SUBDIVISION AND THE NORTHEAST CORNER HEREOF;

THENCE SOUTH 13°13'26" EAST (RECORD – DOC. NO. 2012011285, W.C.O.P.R.: SOUTH 13°13'08" EAST) WITH THE WESTERLY LINES OF SAID LOT 2 AND LOT 1 OF SAID FEDUCCIA SUBDIVISION, SAME BEING THE EASTERLY LINE OF THE REMAINDER OF SAID LOT 1 OF SAID OMER GALLE SUBDIVISION AND THE EASTERLY LINE HEREOF, A DISTANCE OF 817.76' TO A CAPPED ½" IRON ROD FOUND IN THE WESTERLY LINE OF SAID LOT 1 OF SAID FEDUCCIA SUBDIVISION, BEING IN THE NORTHERLY LINE OF COUNTY ROAD 258, BEING THE NORTHEAST CORNER OF SAID 0.147 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THE REMAINDER OF SAID LOT 1 OF SAID OMER GALLE SUBDIVISION AND THE SOUTHEAST CORNER HEREOF;

THENCE SOUTH 68°13'12" WEST (RECORD – DOC. NO. 2015041993: SOUTH 68°13'58" WEST), WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 258, SAME BEING THE NORTHERLY LINE OF SAID 0.147 ACRE TRACT, THE SOUTHERLY LINE OF THE REMAINDER OF LOT 1 OF SAID OMER GALLE SUBDIVISION AND THE SOUTHERLY LINE HEREOF, A DISTANCE OF 262.11' (RECORD – DOC. NO. 2015041993: 262.00') TO THE POINT OF BEGINNING AND CONTAINING 4.856 ACRES (211,512 SQ. FT.) OF LAND, AS SURVEYED ON THE GROUND.

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, Dan A. Gattis, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Dan A. Gattis, County Judge
Williamson County, Texas

Date

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate was filed for record in my office on the __ day of _____, 20__, A.D., at ___ o'clock, _.m. and duly recorded on the __ day of _____, 20__, A.D., at ___ o'clock, _.m. in the Plat Records of said County in Cabinet ___, Slides _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas the date last shown above written.
Nancy E. Rister, Clerk County Court of Williamson County, Texas.

By: _____ Deputy Date: _____

SHEET 2 OF 2

FIELDED BY:	NG	09/30/16
DRAWN BY:	JC	11/28/16
CHECKED BY:	RW	12/05/16
REVISED:		12/01/17

JOB NO. 32556

Windrose Land Services Austin
4120 Commercial Center Dr.
Suite 300
Austin, Texas 78744
Firm Registration No. 10110400
Telephone: (512) 326-2100
Fax: (512) 326-2770
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Commissioners Court - Regular Session **23.**

Meeting Date: 12/19/2017

Laura Sue Durrenberger Smith Resolution

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 a resolution recognizing Laura Sue Durrenberger Smith for contributions to Williamson County and the City of Weir.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution-- Laura Sue Smith

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 09:46 AM
Form Started By: Rachel Rull		Started On: 12/14/2017 08:43 AM
Final Approval Date: 12/14/2017		

County of Williamson
Know all men by these presents:

That on the 19th day of December, 2017 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse with the following members present:

Dan A. Gattis, County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Larry Madsen, Commissioner Precinct Four

RESOLUTION

WHEREAS, Williamson County is fortunate to have many altruistic citizens within its boundaries, and the Smith family of Weir, headed by its matriarch Laura Sue Durrenberger Smith, is a prime example of this giving spirit; and

WHEREAS, over the course of many decades Laura Sue and her late husband Fred C. Smith have contributed to their community by donating land from their two 100-year-old; and

WHEREAS, Laura Sue and Fred C. Smith leased their land to the United States Postal Service so that Weir had a postal site; and

WHEREAS, Mr. & Mrs. Smith also donated the land where Weir Volunteer Fire Department's station is currently located; and in November 2017, Mrs. Smith donated another acre of her family's farm for the future growth of the fire department and Emergency Services District #6; and

WHEREAS, in addition to donating land for public use, Mr. & Mrs. Smith gave of their time to many community organizations and projects throughout Williamson County; Mr. Smith was a founding member of the Weir Volunteer Fire Department; he was instrumental in the incorporation of Weir and served on its city council for several years; Mrs. Smith taught in the Georgetown Independent School District for more than 30 years and has a personal connection to every person for whom a Georgetown school named, except for one; now, therefore be it

RESOLVED, that the Williamson County Commissioners Court recognizes Mrs. Laura Sue Smith and the late Fred C. Smith for their years of selfless service and giving.

_____
Dan A. Gattis
County Judge

_____
Cynthia Long
Commissioner Precinct #2

Attest:

_____
Nancy Rister
County Clerk

Commissioners Court - Regular Session **24.**

Meeting Date: 12/19/2017

Five Star Award 2017

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

To discuss, consider and take action to recognize the presentation of the 5 Star Award from the Texas Dept of State Health Services - Vital Statistics Section to the Williamson County Clerk's vitals division for the excellence in vital registration area for the 19th year since 1998.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

5 star award

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/12/2017 02:41 PM
Form Started By: Nancy Rister		Started On: 12/12/2017 01:13 PM
Final Approval Date: 12/12/2017		

2017 FIVE STAR AWARD

WILLIAMSON COUNTY CLERK

★★★★★

Thank you for your excellence in vital registration!

TEXAS Health and Human Services

Texas Department of State Health Services

Commissioner, DSHS

State Registrar, VSS

2017 Five Star Service Award

★★★★★

Commissioners Court - Regular Session **25.**

Meeting Date: 12/19/2017

Road Bond Program Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge the November 2017 Construction Summary Report for the Road Bond Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

December 2017 CSR

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 11:25 AM
Form Started By: Dawn Haggard		Started On: 12/12/2017 05:14 PM
Final Approval Date: 12/14/2017		

ROAD BOND PROGRAM

Construction Summary Report

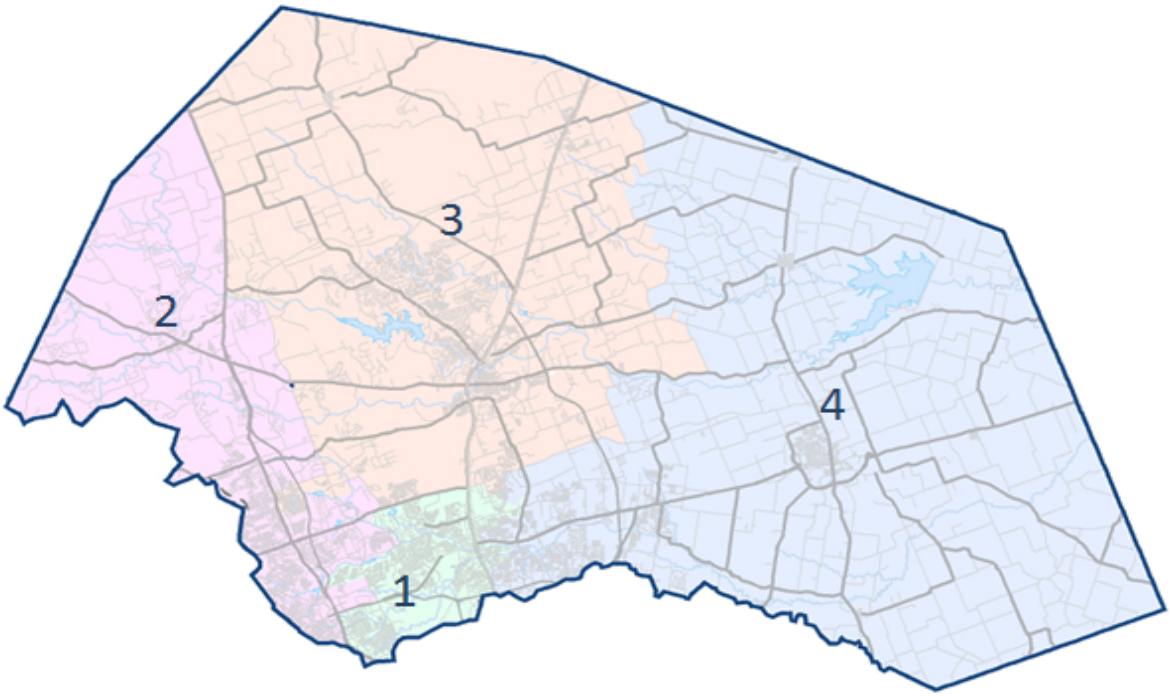
County Judge
Dan Gattis

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Larry Madsen

December 2017

WWW.ROADBOND.ORG

Volume XVI - Issue No.12



Presented By:

PRIME STRATEGIES, INC.

HNTB

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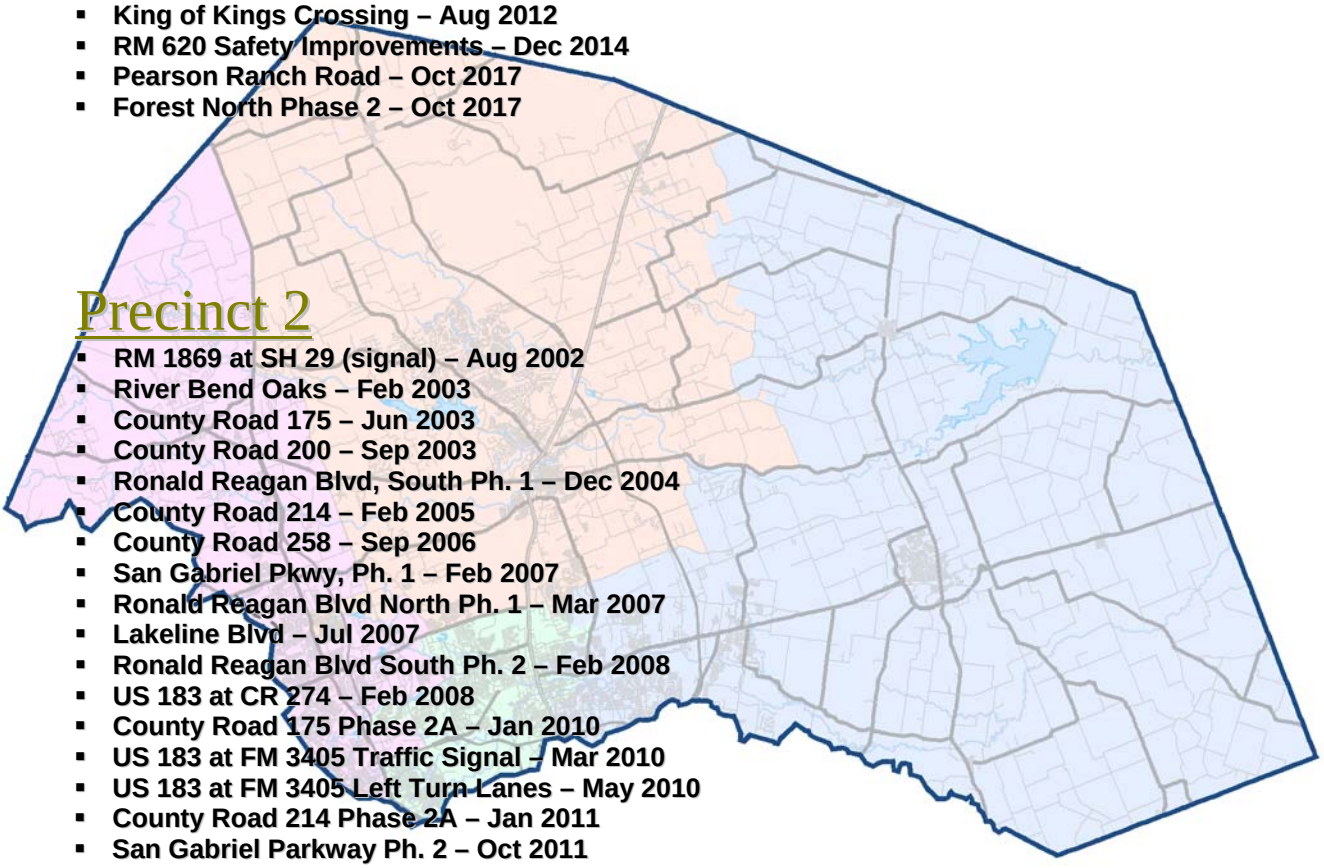
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2017

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Pearson Ranch Road – Oct 2017**
- **Forest North Phase 2 – Oct 2017**



Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**

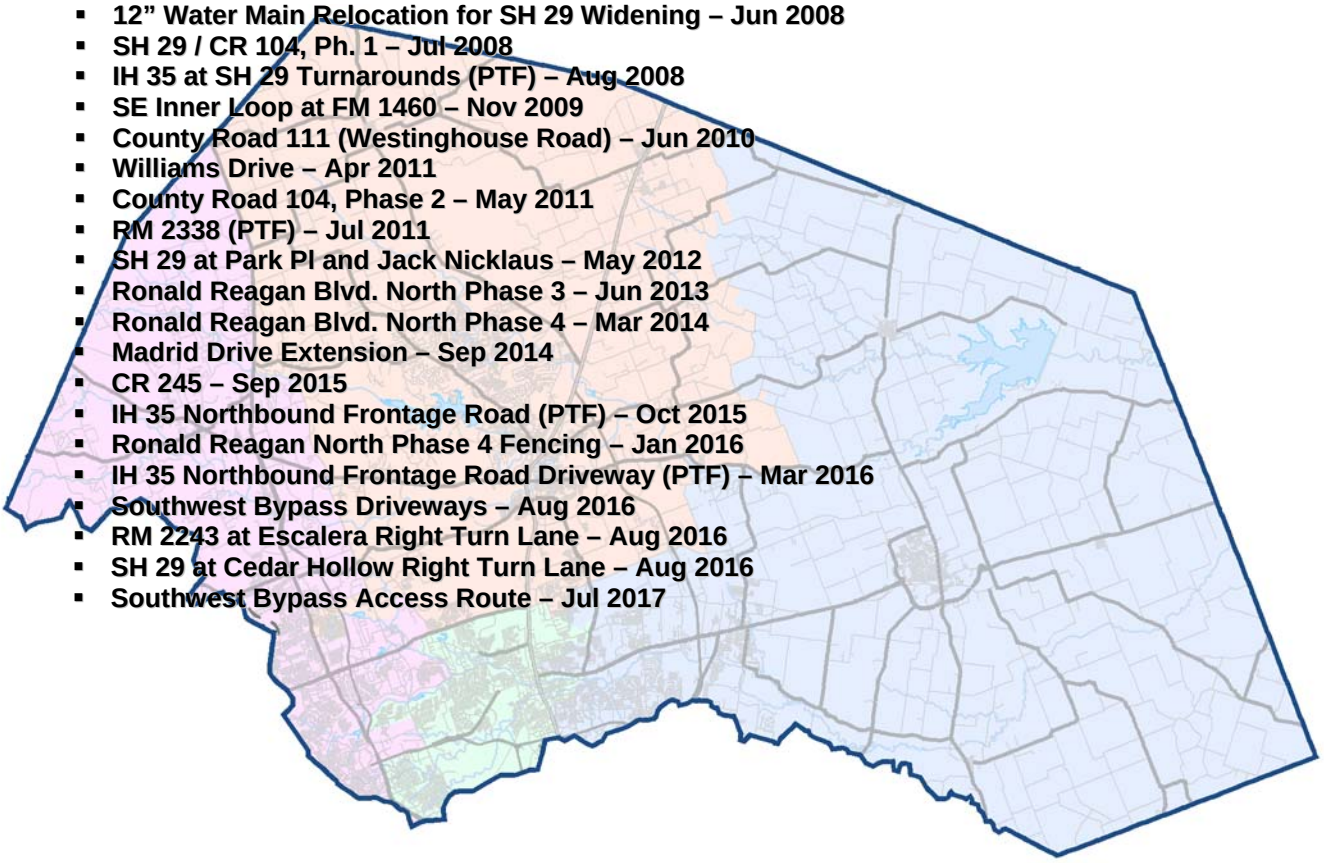
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2017

Precinct 3

- **Cedar Hollow at SH 29 (signal) – Aug 2002**
- **Georgetown Inner Loop Project 2 – Aug 2003**
- **Georgetown Inner Loop Project 1 – Jun 2004**
- **Georgetown Inner Loop East Extension – Sep 2004**
- **County Road 152 Bridge Replacement – Sep 2004**
- **Inner Loop East (CR 151 to Bus 35) – Oct 2005**
- **Ronald Reagan Blvd North, Ph. 2 – May 2008**
- **12" Water Main Relocation for SH 29 Widening – Jun 2008**
- **SH 29 / CR 104, Ph. 1 – Jul 2008**
- **IH 35 at SH 29 Turnarounds (PTF) – Aug 2008**
- **SE Inner Loop at FM 1460 – Nov 2009**
- **County Road 111 (Westinghouse Road) – Jun 2010**
- **Williams Drive – Apr 2011**
- **County Road 104, Phase 2 – May 2011**
- **RM 2338 (PTF) – Jul 2011**
- **SH 29 at Park Pl and Jack Nicklaus – May 2012**
- **Ronald Reagan Blvd. North Phase 3 – Jun 2013**
- **Ronald Reagan Blvd. North Phase 4 – Mar 2014**
- **Madrid Drive Extension – Sep 2014**
- **CR 245 – Sep 2015**
- **IH 35 Northbound Frontage Road (PTF) – Oct 2015**
- **Ronald Reagan North Phase 4 Fencing – Jan 2016**
- **IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016**
- **Southwest Bypass Driveways – Aug 2016**
- **RM 2243 at Escalera Right Turn Lane – Aug 2016**
- **SH 29 at Cedar Hollow Right Turn Lane – Aug 2016**
- **Southwest Bypass Access Route – Jul 2017**



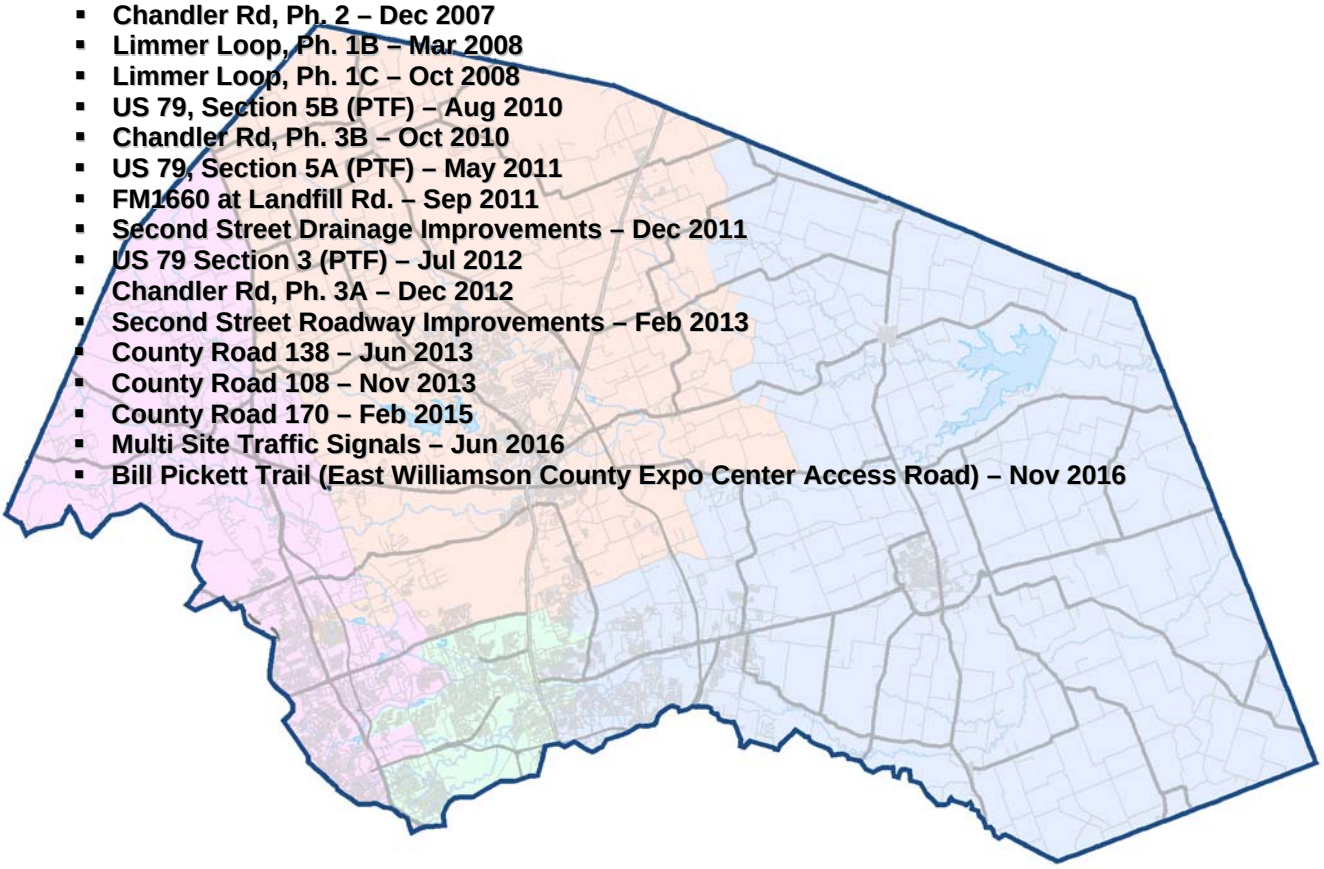
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

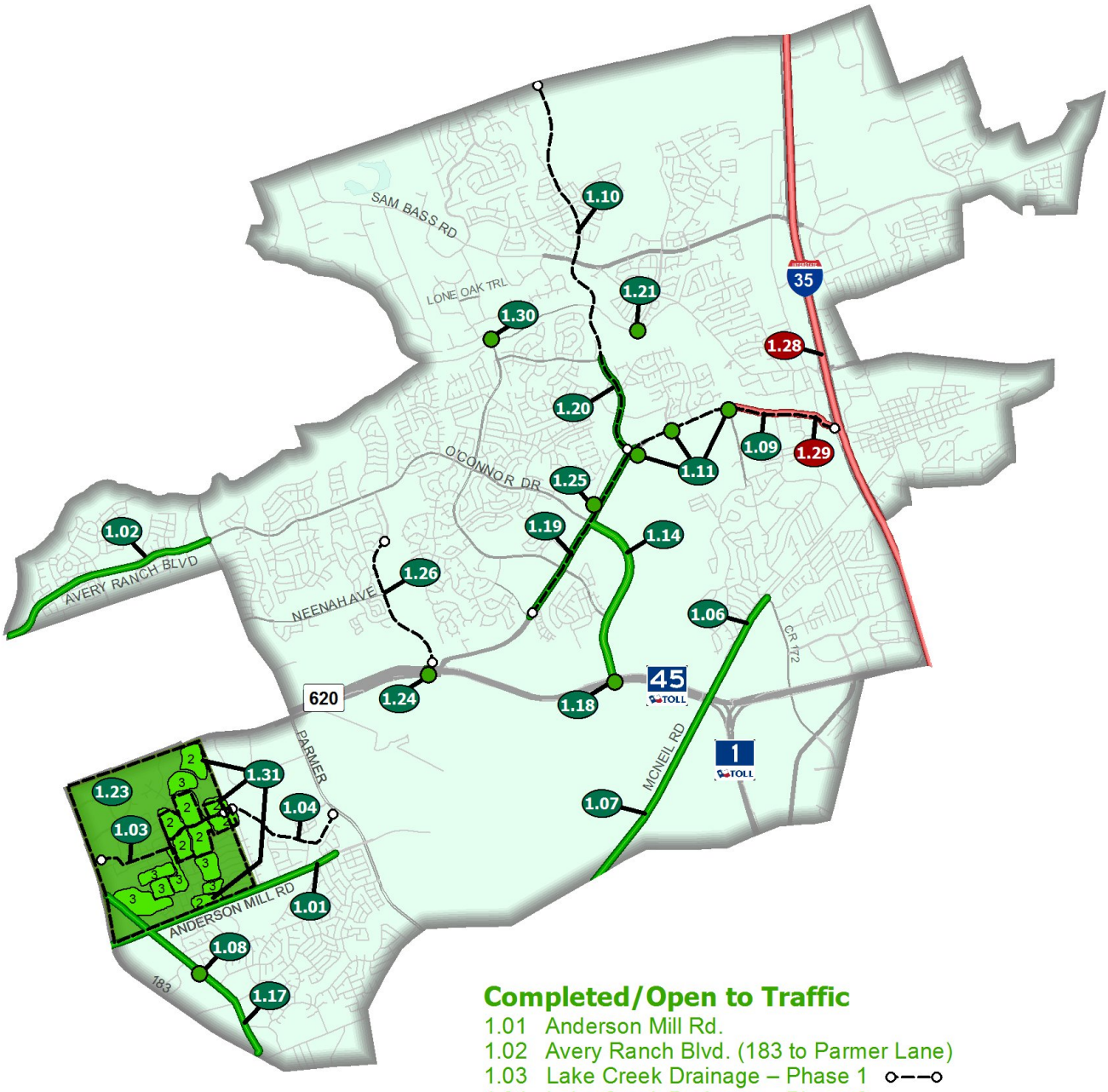
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2017

Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**



2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



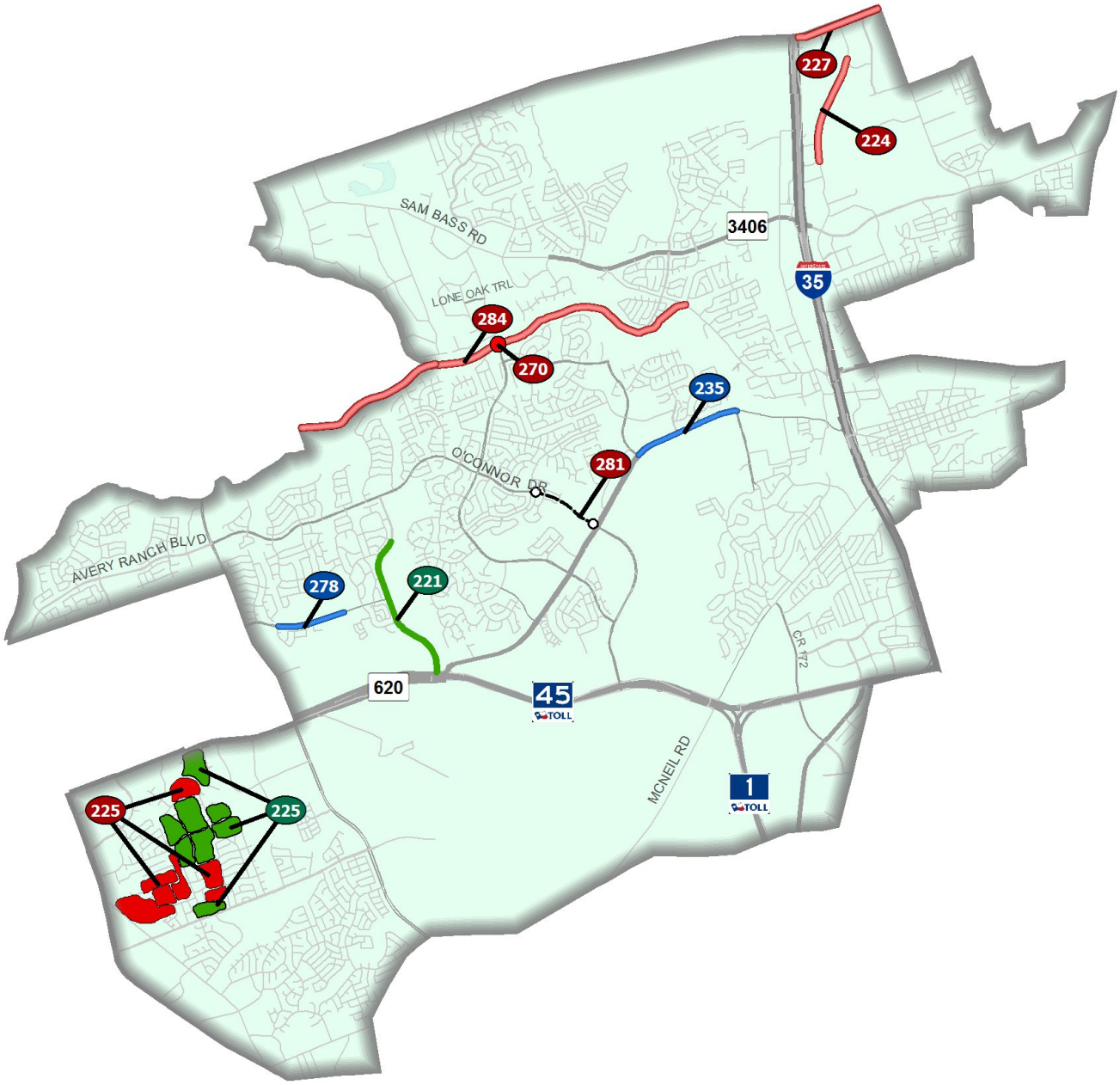
Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage – Phase 1
1.04 Lake Creek Drainage – Phase 2
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility Study
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements – Phase 1
1.14 O'Connor Extension
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Study - Phase 1
1.25 King of Kings Crossing
1.26 Pearson Ranch Road (Design)
1.24 Pearson Ranch Underpass at SH 45/ RM 620
1.30 Great Oaks at Brushy Creek (design)
1.31 Forest North Drainage Improvements - Phase 2 (design)
1.31 Forest North Drainage Improvements - Phase 3 (design)

In Design

1.28 IH 35 Operational Analysis
1.29 RM 620 (IH 35 to Deep Wood Dr.)
1.26 Pearson Ranch Road (Signal)

2013 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

221 Pearson Ranch Road
225 Forest North Drainage Improvements - Phase 2

Under Construction/Bidding

235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
278 Neenah Avenue Widening (Olive Hill Drive to end)

In Design

224 North Mays Street Extension (La Paloma to Oakmont Dr.)
225 Forest North Drainage Improvements - Phase 3
227 University Blvd Widening (IH 35 to Sunrise Rd.)
270 Great Oaks at Brushy Creek
281 O'Connor Drive North of RM 620 (Traffic Study)
284 Hairy Man Rd/Brushy Creek Rd Safety Improvements (Arrowhead Trail to Sam Bass Road)

Forest North Drainage Ph 1
Project No. 1604-068

Original Contract Price = $3,556,659.50

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
6/9/2016	7/1/2016	8/1/2016	8/11/2016	10/18/2017			600	35	635

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/11/2016	8/31/2016	21	$152,734.50	$152,734.50	$16,970.50	$16,970.50	4	3
2	9/1/2016	9/30/2016	30	$208,685.70	$361,420.20	$23,187.30	$40,157.80	10	8
3	10/1/2016	10/31/2016	31	$266,921.68	$628,341.88	$29,657.96	$69,815.76	18	13
4	11/1/2016	12/2/2016	32	$182,471.22	$810,813.10	$20,274.58	$90,090.34	23	18
5	12/3/2016	12/31/2016	29	$177,314.98	$988,128.08	$19,701.67	$109,792.01	28	23
6	1/1/2017	1/31/2017	31	$231,302.70	$1,219,430.78	$25,700.30	$135,492.31	35	27
7	2/1/2017	2/28/2017	28	$304,664.67	$1,524,095.45	$33,851.63	$169,343.94	44	32
8	3/1/2017	3/31/2017	31	$191,005.20	$1,715,100.65	$21,222.80	$190,566.74	49	37
9	4/1/2017	4/30/2017	30	$172,795.55	$1,887,896.20	$19,199.50	$209,766.24	54	41
10	5/1/2017	5/31/2017	31	$229,295.63	$2,117,191.83	$25,477.30	$235,243.54	60	46
11	6/1/2017	6/30/2017	30	$317,805.27	$2,434,997.10	$35,308.69	$270,552.23	70	51
12	7/1/2017	7/31/2017	31	$387,533.28	$2,822,530.38	$43,062.26	$313,614.49	81	56
13	8/1/2017	8/31/2017	31	$284,111.91	$3,106,642.29	$31,567.98	$345,182.47	89	61
14	9/1/2017	9/30/2017	30	$329,371.39	$3,436,013.68	-$164,339.65	$180,842.82	93	66
15	10/1/2017	10/31/2017	19	$98,274.32	$3,534,288.00	$5,172.34	$186,015.16	96	69

12/1/2017 Comments - The Certificate of Completion was issued 11/2/2017. The Contractor has submitted As-Builts and is working on CloseOut Documents.

Change Order Number	Approved	Cost This CO	Total COs
01	3/21/2017	31,806.00	31,806.00

1A: Design Error or Omission. Incorrect PS&E . This Change Order revises work along Broadmeade Ave., between Sherbrooke St. and Meadowheath Dr in the Sherbrooke zone. The original plans called for a ditch in this location but, due to the depth of the original planned ditch, which created slopes steeper than 3:1, the ditch was replaced with an underground storm sewer system with inlets. 3F: County Convenience. Additional work desired by the County. New pay items have been added to the contract to reimburse the contractor for removal of trees larger than what was called out in the original contract.

Change Order Number	Approved	Cost This CO	Total COs
02	5/23/2017	58,006.83	89,812.83

2G: Differing Site Conditions (unforseeable). Unadjusted utility (unforseeable). This Change Order compensates the Contractor for the removal and relocation of an existing water line that is in conflict with the proposed storm sewer line BB1 at the corner of Broadmeade Avenue and Braeburn Glen. 4B: Third Party Accommodation. Third party requested work. This change order also compensates the Contractor for completed trench repair of the asbestos line that is being removed. A portion of the trench repair quantity has been added to this change order. The remaining quantity will be added to a future change order. The City of Austin has agreed to compensate the Contractor for these costs.

Change Order Number	Approved	Cost This CO	Total COs
03	8/22/2017	91,734.95	181,547.78

3F: County Convenience. Additional work desired by the County. This Change Order revises drainage work in the Braeburn, Stillforest and Wisterwood Zones. The cost of the additional work was paid by overruning existing pay items where possible or for work not covered by an existing pay item, the cost of the work was tracked by force account (time and materials).

Change Order Number	Approved	Cost This CO	Total COs
04	8/22/2017	59,124.65	240,672.43

3F: County Convenience. Additional work desired by the County. This Change Order revises drainage work at the corner of Broadmeade and Sherbrooke Street in the Sherbrooke Zone. After review, the County requested that the open ditch design be changed to an underground pipe system due the the depth of the ditches.

Change Order Number	Approved	Cost This CO	Total COs
05	9/26/2017	65,103.79	305,776.22

3F: County Convenience. Additional work desired by the County. This Change Order revises drainage work in the Braeburn, Stillforest and Wisterwood Zones. The cost of the additional work was paid by overruning existing pay items where possible or for work not covered by an existing pay item, the cost of the work was tracked by force account (time and materials).

Change Order Number	Approved	Cost This CO	Total COs
06	9/26/2017	29,148.01	334,924.23

3F: County Convenience. Additional work desired by the County. This Change Order revises drainage work at the corner of Broadmeade and Sherbrooke Street in the Sherbrooke Zone. After review, the County requested that the open ditch design be changed to an underground pipe system due the the depth of the ditches.

Adjusted Price = $3,891,583.73

Pearson Ranch Road (Iveans Way to RM 620)
Project No. 1607-102

Original Contract Price = $4,516,178.77

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
9/20/2016	10/11/2016	11/18/2016	11/28/2016	10/13/2017			330	0	330

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/28/2016	11/30/2016	3	$195,710.04	$195,710.04	$21,745.56	$21,745.56	5	1
2	12/1/2016	12/31/2016	31	$243,555.13	$439,265.17	$27,061.68	$48,807.24	11	10
3	1/1/2017	1/31/2017	31	$202,139.71	$641,404.88	$22,459.97	$71,267.21	16	20
4	2/1/2017	2/28/2017	28	$508,271.85	$1,149,676.73	$56,474.65	$127,741.86	29	28
5	3/1/2017	3/31/2017	31	$369,038.84	$1,518,715.57	$41,004.32	$168,746.18	38	38
6	4/1/2017	4/30/2017	30	$330,336.72	$1,849,052.29	$36,704.08	$205,450.26	46	47
7	5/1/2017	5/31/2017	31	$492,086.42	$2,341,138.71	-$82,232.43	$123,217.83	56	56
8	6/1/2017	6/30/2017	30	$372,704.74	$2,713,843.45	$19,616.04	$142,833.87	64	65
9	7/1/2017	7/31/2017	31	$813,710.22	$3,527,553.67	$42,826.85	$185,660.72	84	75
10	8/1/2017	8/31/2017	31	$188,607.77	$3,716,161.44	$9,926.71	$195,587.43	88	84
11	9/1/2017	9/30/2017	30	$125,552.68	$3,841,714.12	$6,608.03	$202,195.46	91	93
12	10/1/2017	10/31/2017	14	$169,295.90	$4,011,010.02	$8,910.31	$211,105.77	95	97
13	11/1/2017	11/30/2017	0	$27,717.20	$4,038,727.22	$1,458.80	$212,564.57	96	97

12/1/2017 Comments - Punchlist items have been complete. The Certificate of Completion will be issued as of 11/27/2017.

Change Order Number	Approved	Cost This CO	Total COs
01	5/16/2017	-92,621.70	-92,621.70

4B: Third Party Accommendation. Third party requested work (reduction in scope). This Change Order revises the City of Austin (COA) water and wastewater (W&WW) work shown in the original plans. The COA requested that the installation of the 8" and 24" pipe and related items be deleted from the contract. The COA funded the water and wastewater work shown in the plans and will get the credit for the reduction in cost to the contract.

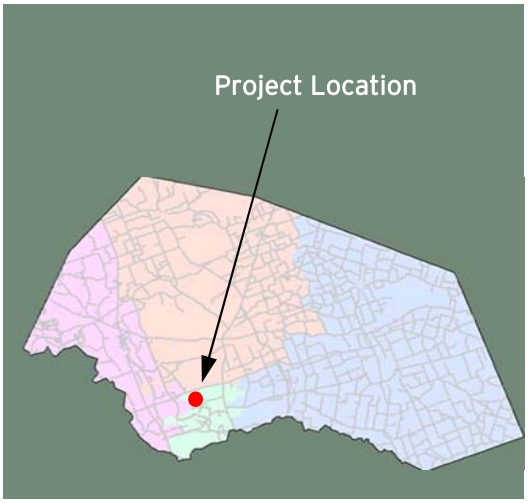
Change Order Number	Approved	Cost This CO	Total COs
02	6/13/2017	11,553.00	-81,068.70

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order revises the pay items for the intersection tie-in work at Neenah Avenue and Pearson Ranch Road. The tie-in location was adjusted 25' to provide a smooth profile through the intersection. This change extends the limits of Neenah reconstruction west of Pearson Ranch Road.

Change Order Number	Approved	Cost This CO	Total COs
03	10/3/2017	921.34	-80,147.36

3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order revises the method of pavement marking elimination that results in a cost savings to the project. 1A: Design Error or Omission. Incorrect PS&E. Changes to plan quantities are documented for various pay items.

Adjusted Price = $4,436,031.41



RM 620 Phase 2
(Wyoming Springs to Deep Wood Drive)

Project Length: .9 Miles
Roadway Classification: Urban Principal Arterial

Project Schedule: January 2017-March 2018
Estimated Construction Cost: $6.1 Million

NOVEMBER 2017 IN REVIEW

11/3/2017: Cox Commercial Construction installed 18" reinforced concrete pipe (RCP) laterals west of Oaklands. Subgrade was excavated and flexible base placed/compacted between Oaklands and Oakwoods. Subcontractor ESSI began building Block Wall 2 between Deep Wood west to driveway 9.

11/10/2017: An 18" RCP was installed west of the Hospital Entrance. Four safety end treatments (SETs) were installed at the Hospital entrances. Subcontractor ESSI continued building Block Wall #2 and placed footings for Block Wall 1 east of Oaklands.

11/17/2017: Concrete SETs were formed/poured at Oaklands, Oakwoods, and Driveway #3. Subcontractor ESSI completed Block Walls 1 and 2. Sub-contractor Greater Austin formed curb/gutter from Oakwoods to Deep Wood.

11/24/2017: Flexible base continued to be graded and compacted from Oakwoods to Oaklands. Backfill was installed in front of Block Walls 1 and 2.

12/01/2017: Subcontractor Greater Austin formed/placed curb and gutter from Deep Wood west. Subcontractor Austin Traffic Signal formed the controller panel base on the northwest corner of the hospital entrance.

Design Engineer: Halff Associates
Contractor: Cox Commercial Construction
Construction Observation: Clayton Weber, HNTB

Williamson County Road Bond Program

HNTB

PRIME STRATEGIES, INC.

RM 620 Safety Improvements (Cornerwood to Wyoming Springs)
Project No. 1608-108

Original Contract Price = $6,082,225.70

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
9/28/2016	11/30/2016	1/3/2017	1/13/2017				425	0	425

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	1/13/2017	1/31/2017	19	$459,169.50	$459,169.50	8	4
2	2/1/2017	2/28/2017	28	$280,194.00	$739,363.50	12	11
3	3/1/2017	3/31/2017	31	$389,047.00	$1,128,410.50	19	18
4	4/1/2017	4/30/2017	30	$516,962.84	$1,645,373.34	27	25
5	5/1/2017	5/31/2017	31	$285,725.66	$1,931,099.00	32	33
6	6/1/2017	6/30/2017	30	$313,267.57	$2,244,366.57	37	40
7	7/1/2017	7/31/2017	31	$274,834.20	$2,519,200.77	41	47
8	8/1/2017	8/31/2017	31	$285,281.13	$2,804,481.90	46	54
9	9/1/2017	9/30/2017	30	$368,485.34	$3,172,967.24	52	61
10	10/1/2017	10/31/2017	31	$299,932.60	$3,472,899.84	57	69
11	11/1/2017	11/30/2017	30	$234,228.72	$3,707,128.56	61	76

Change Order Number	Approved	Cost This CO	Total COs
01	10/3/2017	7,495.80	7,495.80

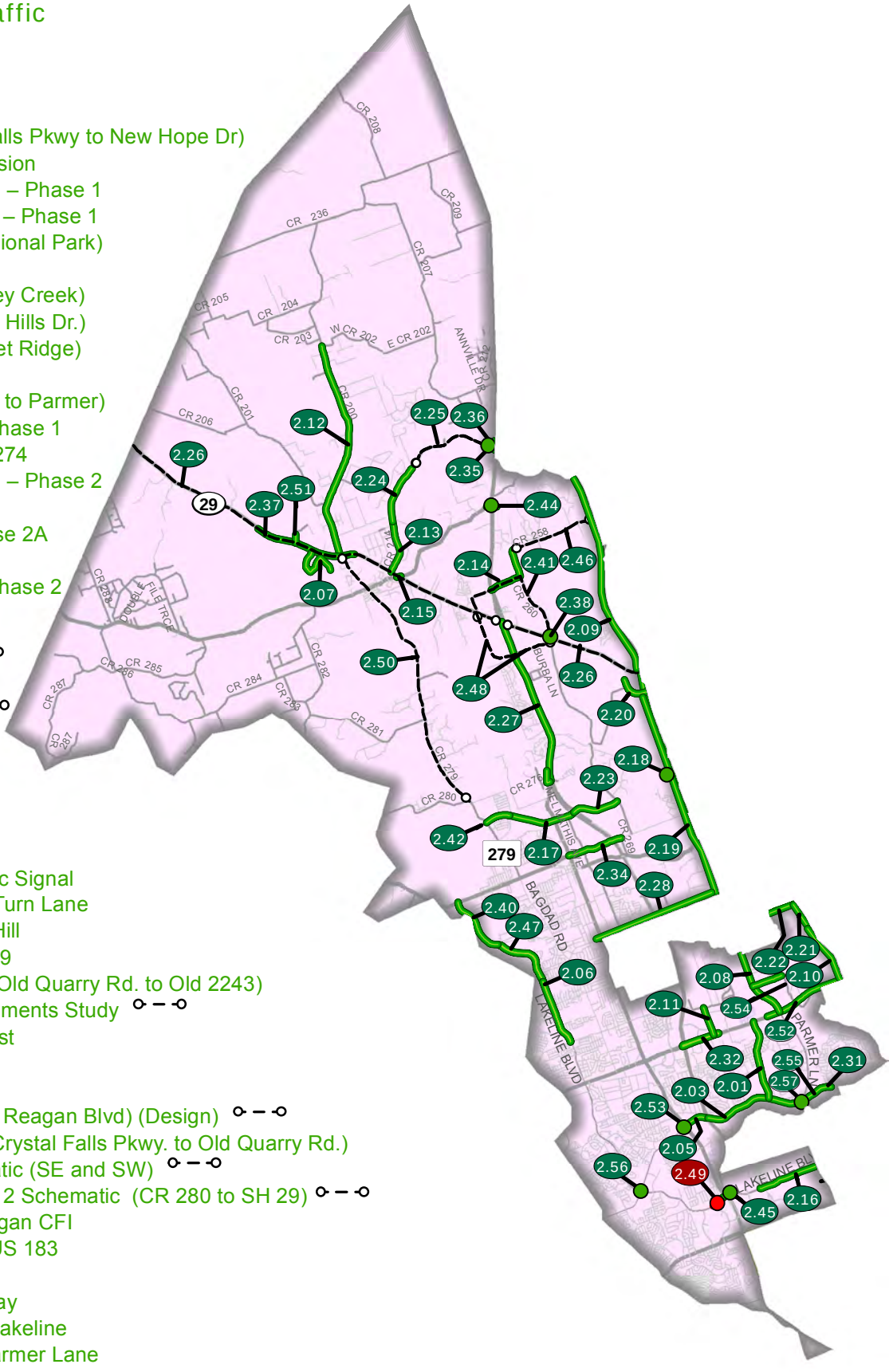
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order adds revisions to the drainage system along Oaklands Drive, and the west end connection to the existing box culvert. 3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order changed the full depth reconstruction on the east end of the project to level up with hot mix on the existing pavement which eliminated traffic control phases that results in a cost savings for the County.

Adjusted Price = $6,089,721.50

2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

Completed/Open to Traffic

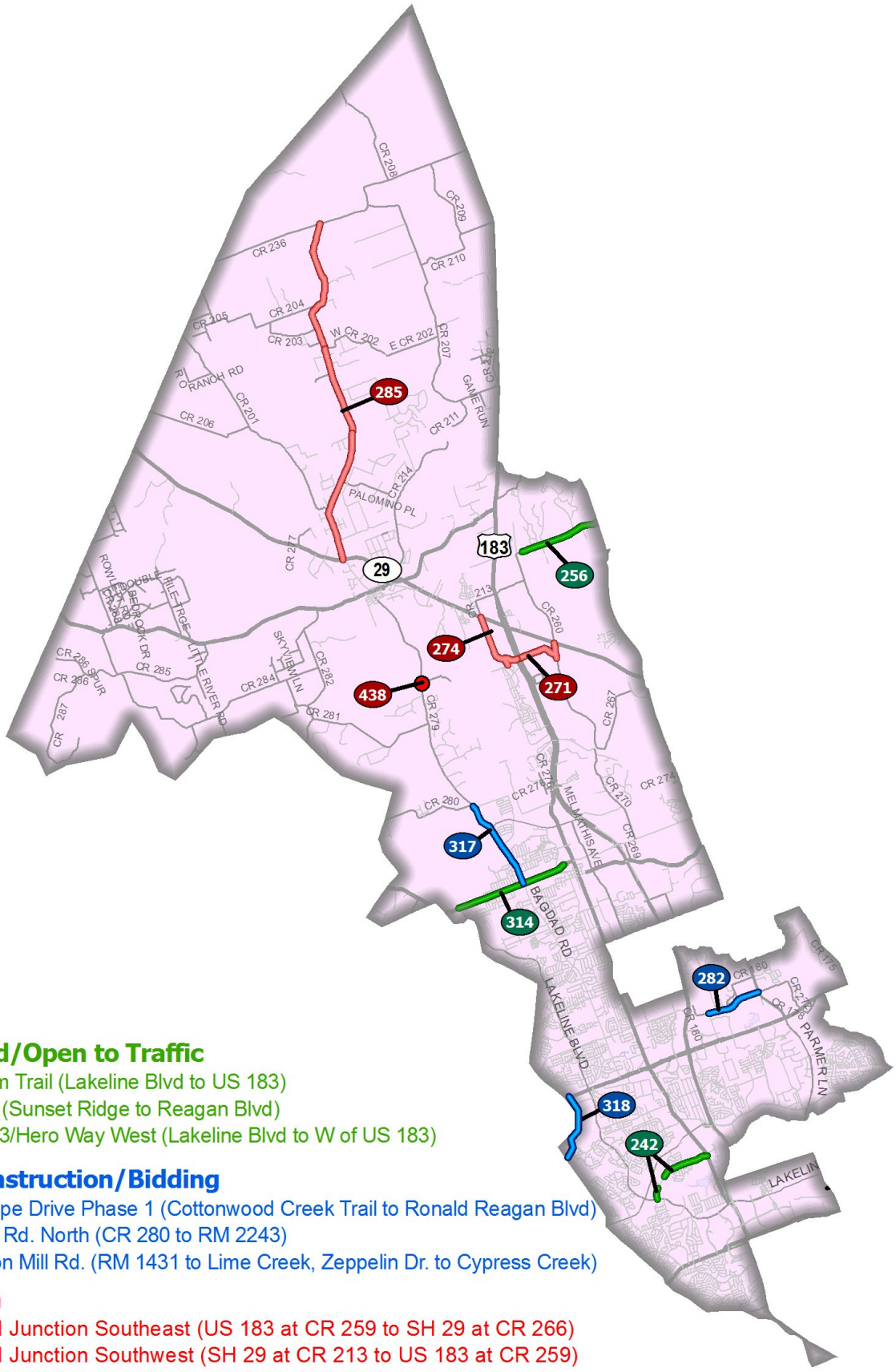
2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South – Phase 1
2.09 Ronald W. Reagan North – Phase 1
2.10 CR 175 (RM 1431 to Regional Park)
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Dr.)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 RM 1869 at SH 29
2.16 Lakeline Blvd. (Lyndhurst to Parmer)
2.17 San Gabriel Parkway – Phase 1
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South – Phase 2
2.20 Kauffman Loop
2.21 CR 175 Extension – Phase 2A
2.22 CR 179
2.23 San Gabriel Parkway – Phase 2
2.24 CR 214 – Phase 2A
2.25 CR 214 – Phase 2B Schematic
2.26 SH 29 Improvements Study & Schematic
2.27 US 183 (PTF)
2.28 CR 272
2.31 Brushy Creek Road
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lane
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements Study
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.45 Lakeline Blvd. at US 183
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW)
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
2.52 RM 1431 at Parmer/ Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane



In Design

2.49 Lakeline Blvd. Right Turn Lanes

2013 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffic

242 Little Elm Trail (Lakeline Blvd to US 183)
256 CR 258 (Sunset Ridge to Reagan Blvd)
314 Old 2243/Hero Way West (Lakeline Blvd to W of US 183)

Under Construction/Bidding

282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Blvd)
317 Bagdad Rd. North (CR 280 to RM 2243)
318 Anderson Mill Rd. (RM 1431 to Lime Creek, Zeppelin Dr. to Cypress Creek)

In Design

271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
285 CR 200 - Preliminary Design (SH 29 to CR 236)
438 Bagdad Road at CR 278

CR 258 (Sunset Ridge to Ronald Reagan North)
Project No. 1603-062 Original Contract Price = $5,808,856.58

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
4/20/2016	5/10/2016	7/29/2016	8/8/2016	7/25/2017			360	4	364

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/1/2016	7/31/2016	0	$204,692.63	$204,692.63	$22,743.63	$22,743.63	4	0
2	8/8/2016	8/31/2016	24	$647,625.15	$852,317.78	$71,958.35	$94,701.98	16	7
3	9/1/2016	9/30/2016	30	$768,046.95	$1,620,364.73	$85,338.55	$180,040.53	30	15
4	10/1/2016	10/31/2016	31	$523,476.94	$2,143,841.67	$58,164.10	$238,204.63	39	23
5	11/1/2016	11/30/2016	30	$98,689.54	$2,242,531.21	$10,965.50	$249,170.13	41	32
6	12/1/2016	12/31/2016	31	$38,127.37	$2,280,658.58	$4,236.38	$253,406.51	42	40
7	1/1/2017	1/31/2017	31	$636,301.80	$2,916,960.38	$70,700.20	$324,106.71	53	49
8	2/1/2017	2/28/2017	28	$395,763.89	$3,312,724.27	$43,973.76	$368,080.47	61	56
9	3/1/2017	3/31/2017	31	$456,281.18	$3,769,005.45	$50,697.91	$418,778.38	69	65
10	4/1/2017	4/30/2017	30	$317,257.62	$4,086,263.07	$35,250.85	$454,029.23	75	73
11	5/1/2017	5/31/2017	31	$325,276.60	$4,411,539.67	$36,141.84	$490,171.07	81	82
12	6/1/2017	6/30/2017	30	$382,942.21	$4,794,481.88	$42,549.14	$532,720.21	88	90
13	7/1/2017	7/25/2017	25	$732,546.03	$5,527,027.91	-$241,824.00	$290,896.21	96	97
14	7/26/2017	8/31/2017	0	$153,724.56	$5,680,752.47	-$174,962.49	$115,933.72	95	97
15	9/1/2017	9/30/2017	0	$1,997.73	$5,682,750.20	$40.77	$115,974.49	95	97
16	10/1/2017	10/31/2017	0	$33,430.15	$5,716,180.35	$682.25	$116,656.74	96	97
17	11/1/2017	11/30/2017	0	$1,011.36	$5,717,191.71	$20.64	$116,677.38	96	97

12/1/2017 Comments - Substantial Completion was issued as of 7/25/2017. Vegetation establishment is the remaining punchlist item.

Change Order Number	Approved	Cost This CO	Total COs
01	10/4/2016	9,660.00	9,660.00

4B: Third Party Accommodation. Third Party Requested Work. This Change Order adds an encasement pipe crossing for a future waterline under CR 258 at Station 160+50. The installation of the additional encasement pipe was requested by the Property owner for future water service. The additional cost of the encasement pipe will be deducted from the Right of Way acquisition agreement with the property owner.

Change Order Number	Approved	Cost This CO	Total COs
02	1/31/2017	33,848.00	43,508.00

3B: County Convenience. Public relations improvement. 3F: County Convenience. Additional work desired by the County. This Change Order changes the hot mix pavement section on CR 258 from one 3" lift of Type C HMAC PG 70-22 to one 2" lift of Type C HMAC PG 64-22 and one 1.5" lift of Type D HMAC PG 64-22 and deletes the one course surface treatment on Ronald Reagan.

Change Order Number	Approved	Cost This CO	Total COs
03	2/28/2017	38,765.00	82,273.00

2C: Differing Site Conditions (Unforseeable). New development (conditions changing after PS&E completed). 4B: Third Party Accommodation. Third part requested work. This change order reflects multiple driveway changes including, extending a driveway culvert to accommodate a new driveway location, relocating a proposed driveway, extending a driveway culvert to save a heritage oak tree, adding a driveway to the project and shortening the guardrail at a proposed driveway location.

Change Order Number	Approved	Cost This CO	Total COs
04	3/21/2017	14,907.69	97,180.69

6C: Untimely ROW/Utilities Utilities Not Clear: This Change Order compensates the Contractor for additional costs to locate and avoid impacts to the AT&T line and to ensure uninterrupted service to adjacent properties. Utilities AT&T and PEC were scheduled to be clear by August 31, 2016, but were not clear until February 2017. The Contractor worked to avoid impacts to the existing AT&T line during the installation of the new City of Georgetown water line.

Change Order Number	Approved	Cost This CO	Total COs
05	3/21/2017	51,199.00	148,379.69

2J: Differing Site Conditions. (unforeseeable) Other. This change order revises various erosion control measures on the project, including the addition of soil retention blanket to the contract to prevent erosion and help to establish vegetation quicker on the slopes and in the ditches. 3H: County Convenience. Cost savings opportunity discovered during construction. This change order replaces the 12" Gabion mattresses with Flexamat. The use of this product was approved by the County Road and Bridge Department. The 3' x 3' gabions were deleted due to changes at the downstream end of Culvert #2.

Change Order Number	Approved	Cost This CO	Total COs
06	5/16/2017	23,780.00	172,159.69

1A: Design Error or Omission. Incorrect PS&E. This Change Order documents the quantity/cost overrun to existing bid Item 508 Constructing Detours. 2C: Differing Site Conditions. New development (conditions changing after PS&E). This change order also includes the deletion of existing bid items; Item 403 Temporary Shoring, Item 552 Wire Fencing and Gate because these items will not be used on the project and a reduction in quantity for ITem 512 Port Concrete Traffic Barrier, Ty 1 and 2.

Change Order Number	Approved	Cost This CO	Total COs
07	6/6/2017	48,426.44	220,586.13

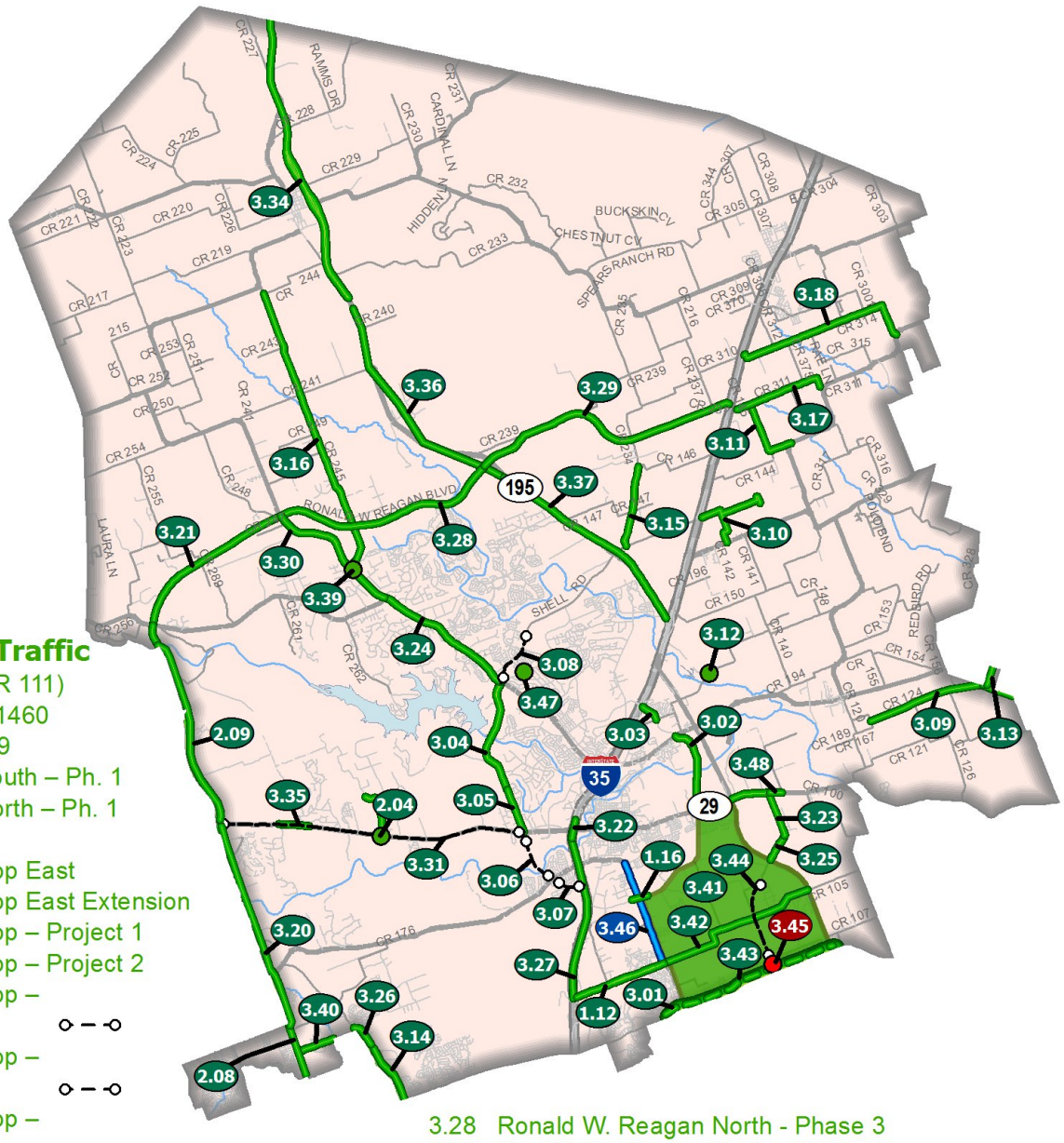
2F: Differing Site Conditions (unforeseeable). Site conditions altered by an act of nature. Ground water was encountered at the east end of the project while excavating to subgrade on the proposed eastbound half of the project. After several days of pumping, cutting trenches, excavating, and reworking subgrade to try and dry it out a French drain was installed to relieve the ground water that was causing the issues with the subgrade.

Change Order Number	Approved	Cost This CO	Total COs
08	1/7/2017	47,221.90	267,808.03

2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order documents payment to the Contractor for various items of additional work that include adding pipe at a driveway. 2F: Differing Site Conditions. Site conditions altered by an act of nature. Repair of storm damage on the project. 6C: Untimely ROW/Utilities. Utilities not clear. Added monthly barricades. 3F: County Convenience. Additional work desired by the County. Removal of a sign on the right of way.

Adjusted Price = $6,076,664.61

2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



Completed/Open to Traffic

1.12 Westinghouse Rd. (CR 111)
1.16 SE Inner Loop at FM 1460
2.04 Cedar Hollow at SH 29
2.08 Ronald W. Reagan South – Ph. 1
2.09 Ronald W. Reagan North – Ph. 1
3.01 FM 1460 to CR 110
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop – Project 1
3.05 Georgetown Inner Loop – Project 2
3.06 Georgetown Inner Loop – Project 3 Study ○ – ○
3.07 Georgetown Inner Loop – Project 4 Study ○ – ○
3.08 Georgetown Inner Loop – Project 5 Study ○ – ○
3.09 CR 124
3.10 CR 142
3.11 CR 145
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.20 Ronald W. Reagan South - Phase 2
3.21 Ronald W. Reagan North - Phase 2
3.22 IH-35 at SH 29 Turnarounds (PTF)
3.48 SH 29 Widening - 12" Water Main Relocation
3.23 SH 29/CR 104 – Phase 1
3.24 Williams Drive (RM 2338)
3.25 CR 104 – Phase 2
3.26 CR 175 Extension - Phase 2A
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.31 SH 29 Improvements Study & Schematic ○ – ○
3.34 SH 195 Project 1
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
3.43 University Blvd. (Chandler Rd) Expansion (Design)
3.44 CR 110 North ○ – ○ (North of CR 107 to North of Sam Houston) (Design)
3.47 Madrid Drive Extension

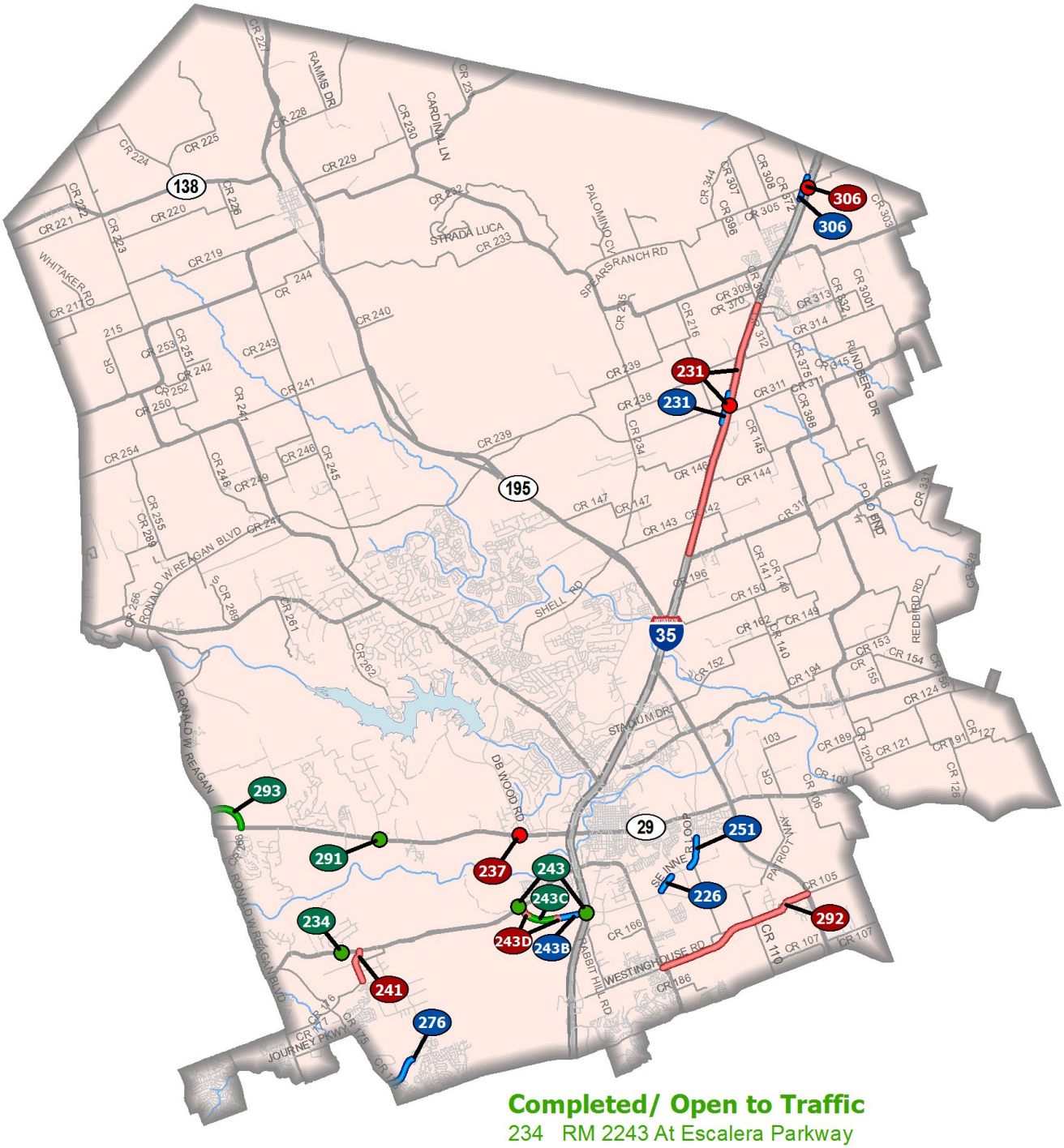
Under Construction/Bidding

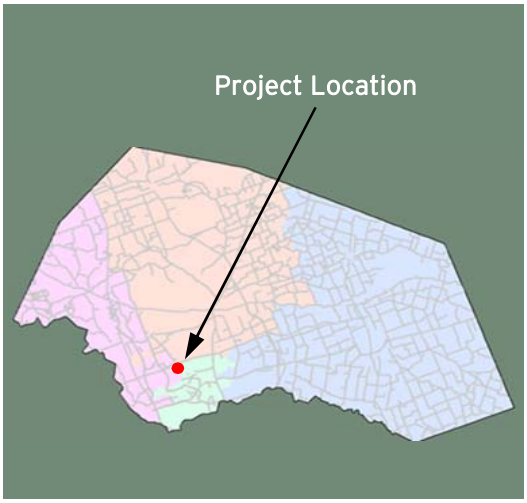
3.46 FM 1460 North

In Design

3.45 CR 110 Middle (North of Limmer Loop to CR 107)

2013 Road Bond Program Projects
Precinct 3 - Commissioner Covey





Arterial H
(Sam Bass Rd to existing Arterial H)

Project Length: .83 Miles
Roadway Classification: Minor Arterial

Limited NTP: June 2016 - February 2018
Estimated Construction Cost: $3.3 Million

NOVEMBER 2017 IN REVIEW

11/3/2017: Patin Construction removed the deck forms at Culvert A and patched the headwalls and wingwalls. Flexible base was processed from CR 175 to Culvert A. The old median in CR 175 was removed and asphalt placed.

11/10/2017: Subgrade was fine graded from the east end to Culvert A. Embankment was placed on the slopes at Culvert B and the Pedestrian Culvert. Subcontractor Wheeler placed asphalt on the left turn lane at CR 175.

11/17/2017: Flexible base was processed at the Pedestrian Culvert and between the CR 175 tie-in and Culvert A. The channels were excavated and shaped on the north side of the ROW at Culverts A and B. Concrete placed at Arterial H, the ADA ramps (CR 175), and the driveway to a residence.

11/24/2017: The concrete valley gutter was placed on the westbound half of Arterial H. Curb and gutter was placed along the north side of the roadway from CR 175 to Culvert A.

12/01/2017: Rock riprap was placed at Culvert A. Curb and gutter and inlet transitions were placed from CR 175 to Culvert A. Excavation, grading and concrete placement for the Shared Use Path 10' sidewalk began from CR 175.

Design Engineer: Randall Jones
Contractor: Patin Construction
Construction Observation:
Steven Shull, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Arterial H Phase 1 (Sam Bass Rd to existing Arterial H)
Project No. 1603-064

Original Contract Price = $3,210,934.80

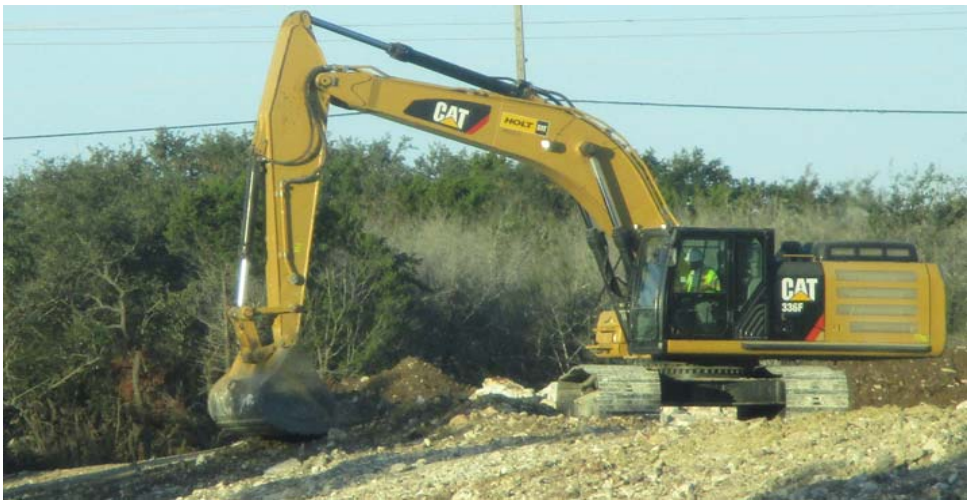
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
4/20/2016	5/16/2016	2/17/2017 (Limited) 5/26/2017	6/5/2017			150	0	150

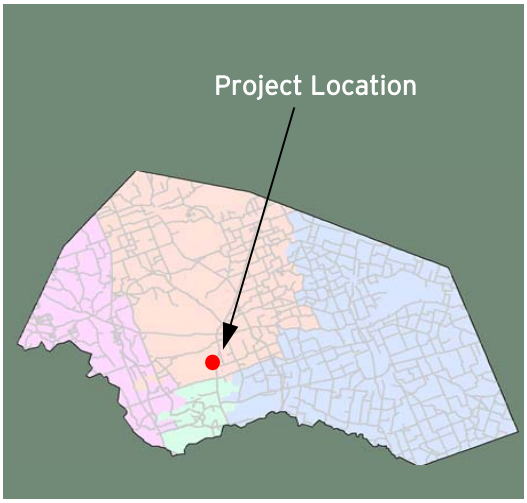
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/1/2016	6/30/2016	0	$134,198.10	$134,198.10	$14,910.90	$14,910.90	4	0
2	7/1/2016	7/31/2016	0	$182,746.89	$316,944.99	$20,305.21	$35,216.11	11	0
3	8/1/2016	8/31/2016	0	$93,893.40	$410,838.39	$10,432.60	$45,648.71	14	0
4	9/1/2016	9/30/2016	0	$206,817.21	$617,655.60	$22,979.69	$68,628.40	21	0
5	6/4/2017	6/30/2017	27	$47,340.00	$664,995.60	$5,260.00	$73,888.40	22	18
6	7/1/2017	8/31/2017	62	$587,022.75	$1,252,018.35	$65,224.75	$139,113.15	42	59
7	9/1/2017	9/30/2017	30	$320,055.75	$1,572,074.10	$35,561.75	$174,674.90	52	79
8	10/1/2017	10/31/2017	31	$158,107.95	$1,730,182.05	$17,567.55	$192,242.45	57	100
9	11/1/2017	11/30/2017	30	$140,265.17	$1,870,447.22	$15,585.02	$207,827.47	62	120

Change Order Number	Approved	Cost This CO	Total COs
01	8/29/2017	132,771.00	132,771.00

4C: Third Party Accommodation. Compliance requirements of new laws and/or policies (impacting third party). Project delayed, due to TCEQ approval process for Water Quality pond design changes. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). Design changes were necessary, due to unknown elevation of existing water table

Adjusted Price = $3,343,705.80

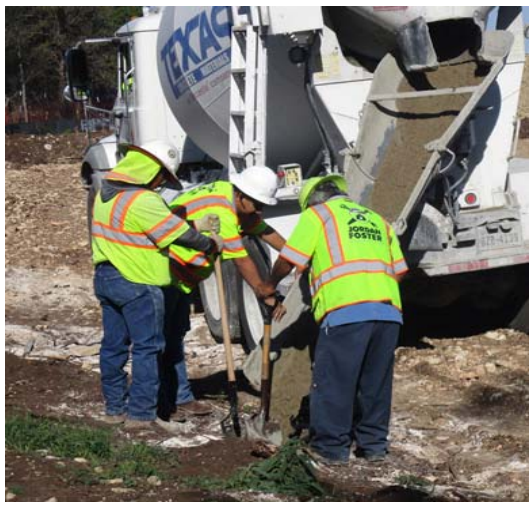




Southwest Bypass Segment One
(IH 35 Southbound to .5 miles west)

Project Length: .5 Mile
Roadway Classification: Collector

Project Schedule: August 2017 - July 2018
Estimated Construction Cost: $5.7 Million



NOVEMBER 2017 IN REVIEW

11/3/2017: Jordan Foster continued placing embankment from the west end of the project to Walls 2 and 4. Embankment was placed and compacted for the pond berms. Excavation of the pond and embankment on the east side of the railroad tracks continued.

11/10/2017: Embankment continued to be placed at Walls 2 and 4. Embankment continued to be placed and compacted for the pond berms.

11/17/2017: Embankment continued to be placed between the roadway and the pond. Excavation began for the ditches along the roadway from the west. Flowable fill was placed in the core holes at the abutments and the bents.

11/24/2017: Stockpiling material is ongoing for the MSE walls on the east side of the railroad tracks. The placement of the flowable fill in the core holes at the abutments and bents was completed. Excavation began for the spread footings at the abutments and bents on the west side of the railroad tracks.

12/01/2017: Embankment continued for the pond berms. Excavation continued for the spread footings at the abutments and bents on the west side of the railroad tracks.

Design Engineer: HDR Engineering
Contractor: Jordan Foster Construction
Construction Observation:
Steven Shull, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

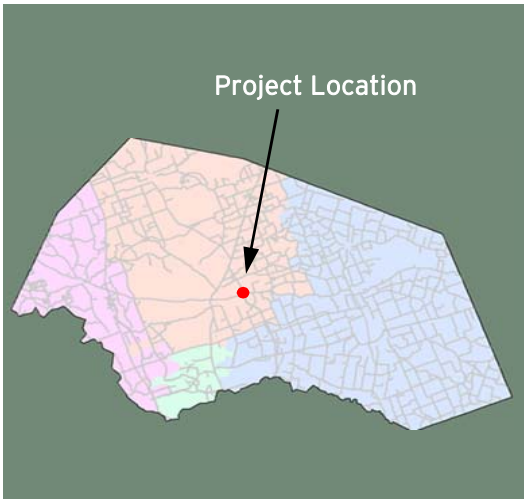
Southwest Bypass Segment 1
2017-0065-CIP

Original Contract Price = $5,599,200.86

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
6/27/2017	7/26/2017	8/21/2017	8/21/2017				337	0	337

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/21/2017	9/30/2017	41	$481,587.30	$481,587.30	$25,346.70	$25,346.70	9	12
2	10/1/2017	10/31/2017	31	$939,731.93	$1,421,319.23	$24,112.88	$49,459.58	26	21
3	11/1/2017	11/30/2017	30	$165,940.58	$1,587,259.81	$8,733.71	$58,193.29	29	30

Adjusted Price = $5,599,200.86



Inner Loop Improvements
(WilCo Way to Belmont Drive)

Project Length: 4.4 Miles
Roadway Classification: Urban Arterial

Project Schedule: September 2017 - June 2018
Estimated Construction Cost: $5.3 Million

NOVEMBER 2017 IN REVIEW

11/3/2017: Chasco Contractors continued subgrade prep for the widening of the Rockride turn lane from the entrance of the Central Maintenance Facility (CMF) to south of Belmont.

11/10/2017: Subgrade prep for the widening of the Rockride turn lane continued and flexible base placement continued south of Rockride. Excavation and installation of the 16" water line at the entrance to the CMF began. Excavation began south of Belmont for Culvert 2.

11/17/2017: Culvert extensions were completed and culvert pipe was installed at Culvert 1 south of the CMF. Installation of the 16" water line was completed. The demolition and excavation for Culvert 2 continued south of Belmont.

11/24/2017: Subgrade prep and the grading of new ditches on the west side of Inner Loop was completed. Flexible base continued to be placed and processed for the Rockride turn lane. The Contractor completed the 5'x2' reinforced concrete box installation at Culvert 2.

12/01/2017: Concrete was placed for the east Headwall for Culvert 2 and safety end treatments formed at Culvert 1. Testing for Water Line A passed.

Design Engineer: Rodriguez Transportation Group / Bridgefarmer
Contractor: Chasco Contractors
Construction Observation:
Seth Turvey, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Inner Loop Improvements (WilCo Way to Belmont Dr.)
Project No. 1706-168

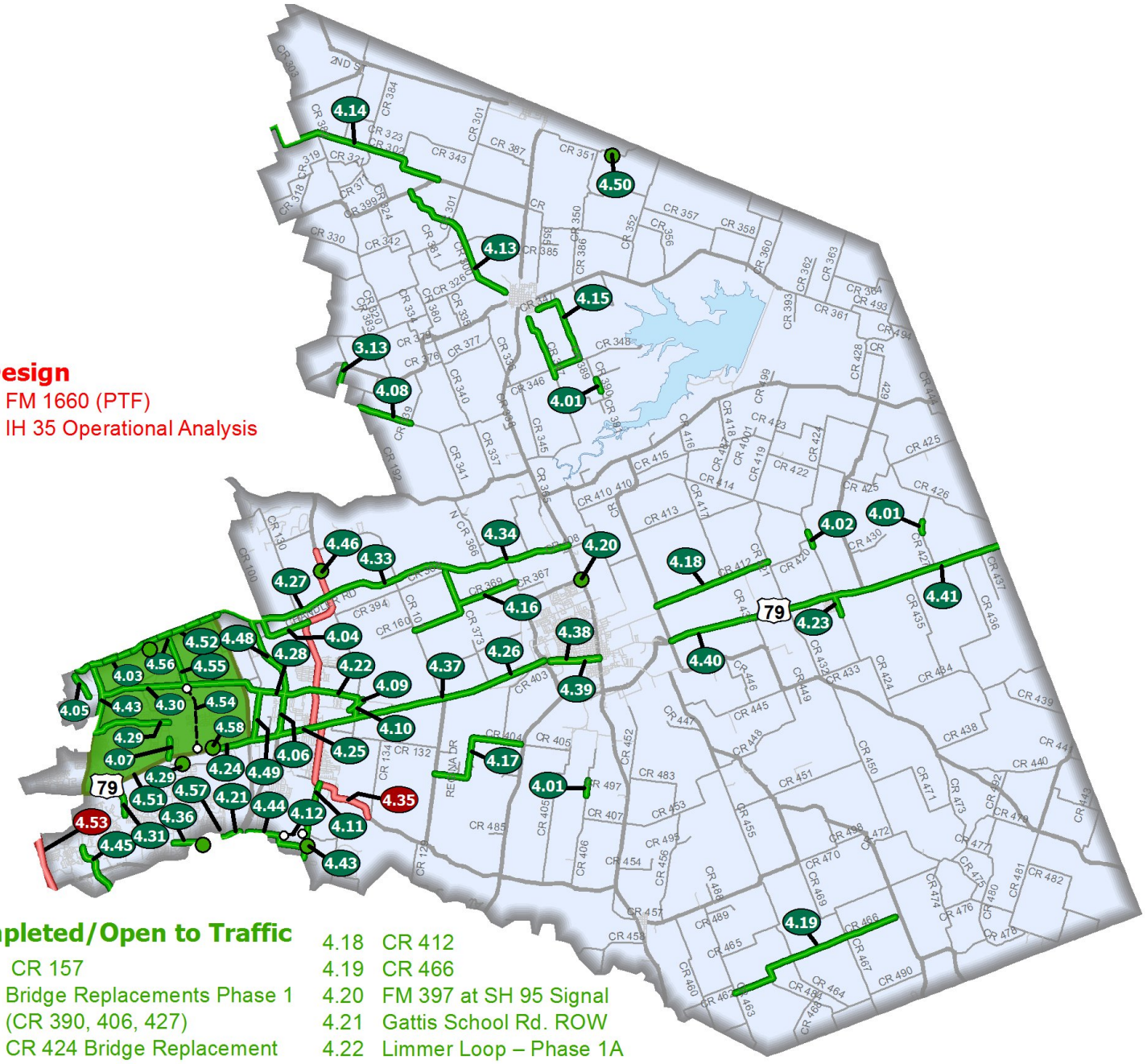
Original Contract Price = $5,352,969.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
8/9/2017	8/30/2017	9/18/2017	9/28/2017				300	0	300

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/28/2017	10/31/2017	34	$324,036.00	$324,036.00	$36,004.00	$36,004.00	6.7	11
2	11/1/2017	11/30/2017	30	$429,129.00	$753,165.00	$47,681.00	$83,685.00	15.63338028	21

Adjusted Price = $5,352,969.00

2006 Road Bond Program Projects
Precinct 4 - Commissioner Madsen



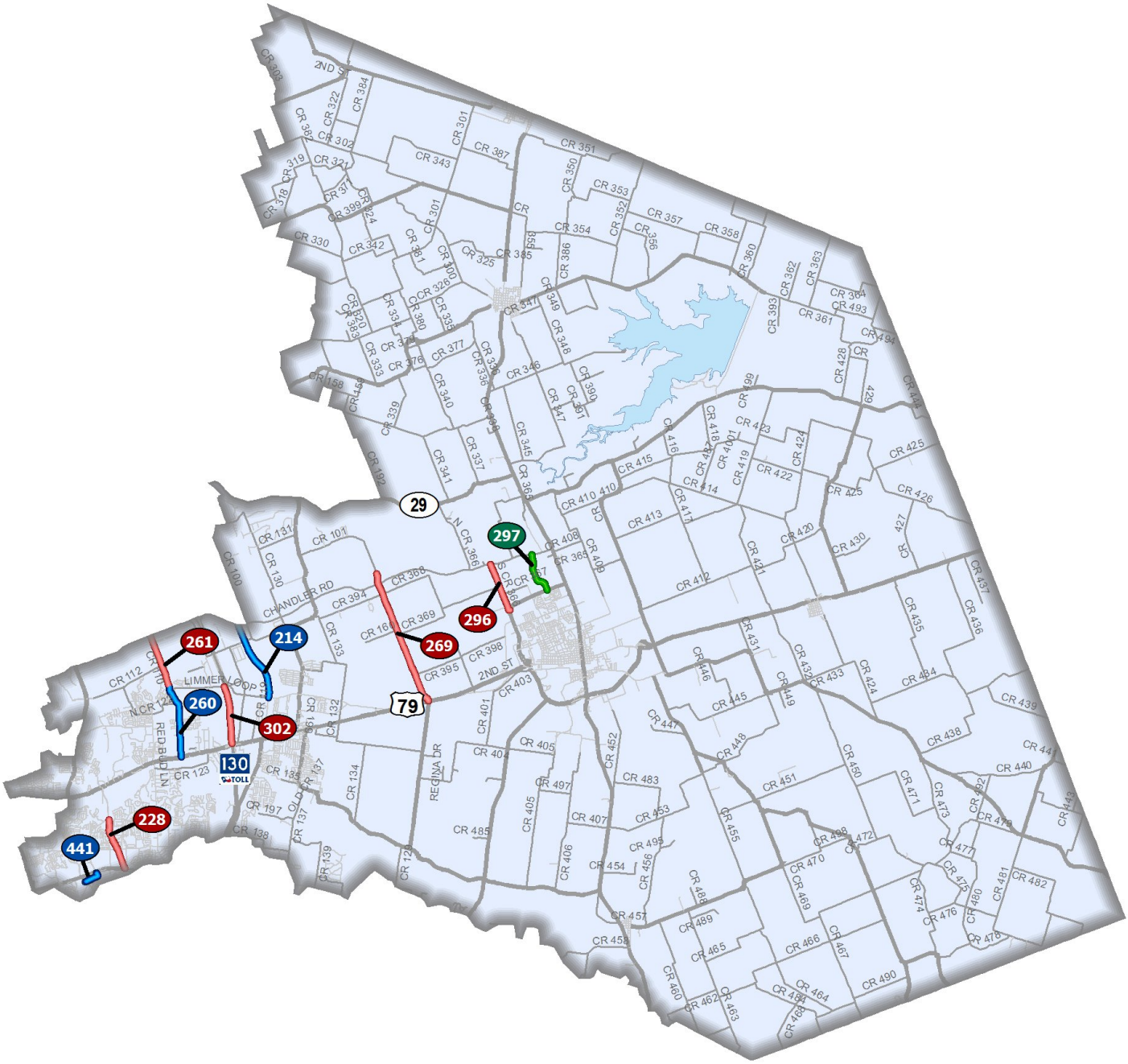
In Design

4.35 FM 1660 (PTF)
4.53 IH 35 Operational Analysis

Completed/Open to Traffic

3.13 CR 157
4.01 Bridge Replacements Phase 1 (CR 390, 406, 427)
4.02 CR 424 Bridge Replacement
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop – Phase 1A
4.23 Thrall School Zone
4.24 US 79 – Section 1
4.25 US 79 – Section 2
4.26 US 79 – Section 3A
4.27 Chandler Rd. – Phase 2
4.28 Limmer Loop – Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop – Phase 1C
4.31 Kenney Fort Boulevard – Phase 1
4.33 Chandler Rd. – Phase 3A
4.34 Chandler Rd. – Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.45 CR 170
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110/ Arterial A Study Area
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (Design) (US 79 to Limmer Lp)
4.55 CR 110 Middle (North of Limmer Loop to CR 107)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

2013 Road Bond Program Projects
Precinct 4 - Commissioner Madsen



Completed/Open to Traffic

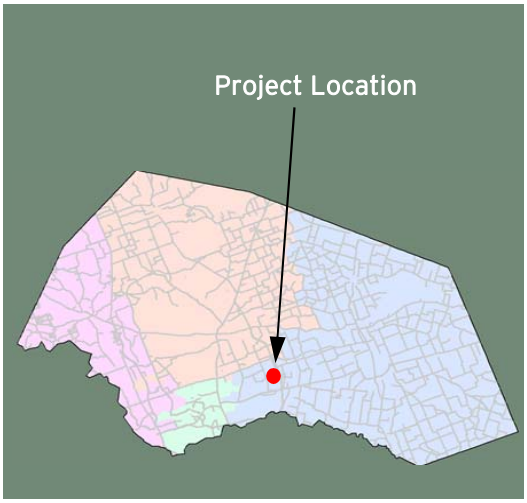
297 Bill Pickett Trail (Carlos Parker Blvd to Chandler Road)

Under Construction/Bidding

214 CR 119
260 CR 110 South (US 79 to Limmer Loop)
441 Roundville Lane (A.W. Grimes Blvd. to EBFR of SH 45)

In Design

228 Kenney Fort Blvd. Ph. 1 (Forest Creek Blvd. to Gattis School Rd.)
261 CR 110 Middle (N Limmer Loop to CR 107)
269 CR 101 (US 79 to North of Chandler Rd.)
296 CR 366 Widening - Chandler Rd. to Carlos G. Parker Blvd.
302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)



County Road 110 South
(US 79 to Limmer Loop)

Project Length: 2.25 Miles
Roadway Classification: Minor Urban Arterial

Project Schedule: January 2017-June 2018
Estimated Construction Cost: $11.2 Million

NOVEMBER 2017 IN REVIEW

11/3/2017: Concrete for railings was placed on the southeast retaining wall and west side at the McNutt Creek Bridge. Curb was placed on the McNutt Creek Bridge. Flexible base was processed from Mozart to north of CR 122.

11/10/2017: Flexible base was placed on both ends of the McNutt Creek Bridge. Curb and gutter was placed from Mozart to north of CR 110, on Mozart and on the northwest end of the McNutt Creek Bridge.

11/17/2017: Concrete for riprap was placed at the drop inlet at Culvert 4. Subcontractor Wheeler Coatings placed 4" of asphalt from Mozart to CR 122, at the Mozart intersection, at the north end of the McNutt Creek Bridge, north of the US 79 intersection, and in the east median of the US 79 crossover.

11/24/2017: Sidewalk was placed at the McNutt Creek Bridge. Excavation for the temporary widening north of US 79 began. Concrete driveways were placed at the church and a residence.

12/01/2017: All concrete driveways were placed between CR 122 and Limmer Loop. Flexible base was placed on the widening of Limmer Loop and north of the US 79 intersection. The ditch on the west side of CR 110 was excavated.

Design Engineer: Dannenbaum
Contractor: Chasco Constructors
Construction Observation:
David Boone, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

CR 110 South (US 79 to Limmer Loop)
Project No. 1604-075

Original Contract Price = $11,224,589.02

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days
9/27/2016	10/17/2016	1/3/2017	1/13/2017			510	0	510

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/13/2017	3/31/2017	78	$1,644,069.60	$1,644,069.60	$182,674.40	$182,674.40	16	15
2	4/1/2017	4/30/2017	30	$393,511.50	$2,037,581.10	$43,723.50	$226,397.90	20	21
3	5/1/2017	5/31/2017	31	$582,730.20	$2,620,311.30	$64,747.80	$291,145.70	26	27
4	6/1/2017	6/30/2017	30	$630,479.66	$3,250,790.96	$70,053.30	$361,199.00	32	33
5	7/1/2017	7/31/2017	31	$803,057.63	$4,053,848.59	$89,228.62	$450,427.62	40	39
6	8/1/2017	8/31/2017	31	$1,287,965.24	$5,341,813.83	$143,107.25	$593,534.87	53	45
7	9/1/2017	9/30/2017	30	$469,097.52	$5,810,911.35	$52,121.95	$645,656.82	57	51
8	10/1/2017	10/31/2017	31	$875,490.26	$6,686,401.61	$97,276.69	$742,933.51	66	57
9	11/1/2017	11/30/2017	30	$435,997.94	$7,122,399.55	$48,444.22	$791,377.73	70	63

Change Order Number	Approved	Cost This CO	Total COs
01	6/15/2017	-5,837.31	-5,837.31

1A: Design Error or Omission. Incorrect PS&E. The proposed flow of water from Box Culvert 6 went through the middle of a downstream property; therefore, a redesign and relocation of Culvert 6 was necessary. 4B: Third Party Accommodation. Third party requested work. The property owner at the downstream end of the proposed culvert requested that the water flow around his property limits, as it does in the current conditions. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). The Mozart Street connection to CR 110 South was permitted and built after the completion of the CR 110 South roadway plans and plan revisions were required to tie-in properly

Change Order Number	Approved	Cost This CO	Total COs
02	9/19/2017	2,840.00	-2,997.31

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order substitutes a wingwall with a special drop inlet due to safety slope reasons. The proposed culvert upstream flowline was approximately 4’ below ditch profile grades, which would have resulted in an extremely steep backslope at the end of the culvert. 4B: Third Party Accommodation. Third party requested work. This Change Order also addresses over-runs and under-runs for various waterline components and includes substituting the HDPE bore pipe for steel encasement pipe at the request of Seminole Pipeline.

Adjusted Price = $11,253,404.45

Commissioners Court - Regular Session **26.**

Meeting Date: 12/19/2017

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: Infrastructure

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/13/2017 08:28 AM
Form Started By: Lydia Linden		Started On: 11/09/2017 07:26 PM
Final Approval Date: 11/13/2017		

Commissioners Court - Regular Session **27.**

Meeting Date: 12/19/2017

Hutto TIRZ Hearing

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 AM: Hold a public hearing pursuant to Texas Tax Code Chapter 311 regarding a proposed Order of the Williamson County Commissioners Court providing for the creation of a Tax Increment Reinvestment Zone within the City of Hutto.

Background

Pursuant to Section 311.003 of the Texas Tax Code, before adopting an ordinance or order providing for a reinvestment zone, the county must hold a public hearing on the creation of the zone and its benefits to the municipality or county and to property in the proposed zone. At the hearing an interested person may speak for or against the creation of the zone, its boundaries, or the concept of tax increment financing. Notice of this hearing was published in the Williamson County Sun more than 7 days before the date of this hearing.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 08:25 AM
Form Started By: Hal Hawes		Started On: 12/12/2017 03:29 PM
Final Approval Date: 12/14/2017		

Commissioners Court - Regular Session **28.**

Meeting Date: 12/19/2017

Hutto TIRZ NOI

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on declaring a notice of intent to participate in the Hutto Tax Increment Reinvestment Zone in relation to the Hutto Co-Op Site in Hutto, Texas, with such action to include but not be limited to setting forth conditions precedent for Williamson County's participation in such Tax Increment Reinvestment Zone.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 08:25 AM
Form Started By: Hal Hawes		Started On: 12/12/2017 04:00 PM
Final Approval Date: 12/14/2017		

Commissioners Court - Regular Session **29.**

Meeting Date: 12/19/2017

Diamond WA 9 SH 29 Parcel 179

Submitted For: Robert Daigh **Submitted By:** Sarah Ramos, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No. 9 in the amount of $2,920.00 to expire on January 31, 2018 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated February 18, 2015. Project: P457. Funding Source: General Fund/Road & Bridge.
The work authorization has a maximum amount payable amount of $2,920.00. Services include preparation and delivery of signed and sealed metes and bounds descriptions with exhibits for ROW acquisition on SH 29.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond - WA 9 - SH 29 Parcel 179

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 08:25 AM
Form Started By: Sarah Ramos		Started On: 12/14/2017 08:01 AM
Final Approval Date: 12/14/2017		

RECEIVED
DEC 04 2017
BY: PSI

WORK AUTHORIZATION NO. ~~8~~ 9 SR
PROJECT: SH 29 PARCEL 179

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated ~~**December 3, 2014**~~ February 18, 2015 SR and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **DIAMOND SURVEYING, INC.** (the "SURVEYOR").

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 **$2,920.00**.

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 **JANUARY 31, 2018**. 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. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

SURVEYOR:

By: _____
Signature

Shane Shafer, R.P.L.S.
Printed Name

President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

12/5/2017

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 - Rate Schedule

Attachment A

Services to be Provided by County

A. Provide the specifications requirements for all surveys.
B. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
C. Provide aluminum caps for iron rods, if applicable.
D. Provide brass caps for flush mount ROW markers, if applicable.

Attachment B

Services to be Provided by Surveyor:

Perform field and office work for survey tasks:

1. Prepare and deliver signed and sealed metes and bound description with sketch for Parcel #179. Deliver MicroStation electronic file.

Attachment C

Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor and Notice to Proceed on assigned tasks. Delivery will occur no later than 30 days from the date of final acceptance of the parties hereto and authorization to proceed.

Attachment D

Rate Schedule

<> *Diamond Surveying, Inc.*

116 SKYLINE ROAD, GEORGETOWN, TX 78628

OFFICE: (512) 931-3100

STANDARD RATE SCHEDULE

Effective January 1, 2010, the following rates apply to work performed on a hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Classification	Rates
Registered Professional Land Surveyor	$120.00 per hour
R.P.L.S. as expert witness	$165.00 per hour
Project Surveyor	$100.00 per hour
GPS Processor	$100.00 per hour
Survey Technician	$95.00 per hour
Secretary	$60.00 per hour

FIELD PARTY SERVICES

Classification	Rates
1-Man Field Party	$110.00 per hour
2-Man Field Party	$140.00 per hour
3-Man Field Party	$160.00 per hour
4-Man Field Party	$180.00 per hour
Charges for special equipment:	
GPS Field Base Unit with Rover (R.T.K.)	$80.00 per hour
Additional Rover (R.T.K.)	$70.00 per hour
GPS Field Base Unit for Static Session	$70.00 per hour
Robotic Total Station with Rover	$80.00 per hour

Notes:

Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

Attachment D, Continued
Basis of Estimate

Schedule B Item No. 1:
Prepare and deliver signed and sealed metes and bounds description with sketch for Parcel #179. Deliver MicroStation electronic file.

Classification	Quantity	Units	Unit Rate	Subtotal
Project Surveyor	12	Hours	$100.00	$1,200.00
3 Man Field Crew	10	Hours	$160.00	$1,600.00
R.P.L.S.	1	Hours	$120.00	$120.00
			Total	$2,920.00

Commissioners Court - Regular Session **30.**

Meeting Date: 12/19/2017

Discuss consider and take appropriate action on Change Order No 1 to contract number IFB 1706-170 in the amount of $5000 for Rip Rap Replacement

Submitted For: Terron Evertson **Submitted By:** Daribel Texidor, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1706-170, in the amount of $5,000.00 for Rip Rap Replacement on the Bridge at CR 403 over Mustang Creek.

Background

This Change Order balances the contract quantities and increases the total contract amount by $5,000.00. With this change order, and payment of a final invoice, this project will be satisfactorily completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 10:43 AM
Form Started By: Daribel Texidor		Started On: 12/14/2017 10:29 AM
Final Approval Date: 12/14/2017		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Patin Construction**

2. Change Order Work Limits: Sta. **1+00** to Sta. **3+00**

3. Type of Change(on federal-aid non-exempt projects): _____ (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***IFB 1706-170***
Roadway:	***CR403 at Mustang Creek Rip Rap Replacement***
Purchase Order Number:	

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: **All**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 12/4/17

By _____

Typed/Printed Name Tim Patin

Typed/Printed Title President

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$5,000.00**

RECOMMENDED FOR EXECUTION:

Project Manager / Construction Observer — Date 12/7/17

Design Engineer — Date 12/7/17

Program Manager — Date 12/8/17

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *1* ***Project #*** *IFB 1706-170*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
						0.00			
100-6001	PREPARING ROW		$10,000.00	0.15	$1,500.00	0.00	0.15	$1,500.00	$0.00
104-6009	REMOVING CONC (RIPRAP)		$100.00	260.00	$26,000.00	0.00	260.00	$26,000.00	$0.00
110-6003	EXCAVATION (SPECIAL)		$30.00	115.00	$3,450.00	0.00	115.00	$3,450.00	$0.00
334-6020	HMCL ACP TY A CMS-2		$200.00	38.00	$7,600.00	0.00	38.00	$7,600.00	$0.00
432-6017	RIPRAP (STONE TY R)(DRY)(18 IN)		$135.00	223.00	$30,105.00	0.00	223.00	$30,105.00	$0.00
432-6045	RIPRAP (MOW STRIP)(4 IN)		$690.00	9.20	$6,348.00	0.00	9.20	$6,348.00	$0.00
500-6001	MOBILIZATION		$5,000.00	1.00	$5,000.00	1.00	2.00	$10,000.00	$5,000.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING		$3,000.00	1.00	$3,000.00	0.00	1.00	$3,000.00	$0.00
540-2012	MTL BEAM GD FEN TRANS (TL2)		$1,100.00	2.00	$2,200.00	0.00	2.00	$2,200.00	$0.00
540-2001	MTL W-BEAM GD FEN (TIM POST)		$32.00	162.50	$5,200.00	0.00	162.50	$5,200.00	$0.00
542-6001	REMOVE METAL BEAM GUARD FENCE		$5.00	25.00	$125.00	0.00	25.00	$125.00	$0.00
542-2004	REMOVE MTL BM GD FEN TRANS (TL2)		$187.00	2.00	$374.00	0.00	2.00	$374.00	$0.00
544-2001	GUARDRAIL END TREATMENT (INSTALL)		$2,800.00	2.00	$5,600.00	0.00	2.00	$5,600.00	$0.00
544-6003	GUARDRAIL END TREATMENT (REMOVE)		$300.00	1.00	$300.00	0.00	1.00	$300.00	$0.00
	TOTALS				$96,802.00			$101,802.00	$5,000.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **31.**

Meeting Date: 12/19/2017

Discuss consider and take appropreat action regarding allocation of Room 106 at the Justice Center

Submitted For: Robert Daigh **Submitted By:** Lydia Linden, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding a request by Judge Kennon to allocate Room 106 of the Justice Center for use by the Sheriff's Office.

Background

Room 106 would be used principally to office SO transportation officers. These officers transport individuals between the Justice Center and the Jail.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 10:43 AM
Form Started By: Lydia Linden		Started On: 12/14/2017 10:29 AM
Final Approval Date: 12/14/2017		

Commissioners Court - Regular Session **32.**

Meeting Date: 12/19/2017

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 and trail easement with Paul Postel Realty Corporation for the Brushy Creek Regional Trail project. Parcel 17. Funding Source Parks Bond P149

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Postel Contract

Postel Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 11:17 AM
Form Started By: Charlie Crossfield		Started On: 12/14/2017 10:57 AM
Final Approval Date: 12/14/2017		

REAL ESTATE CONTRACT
BRUSHY CREEK TRAIL EASEMENT

This Real Estate Contract ("Contract") is entered into between PAUL POSTEL REALTY CORPORATION a Texas corporation, ("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 1.4289 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 EIGHTY-FIVE THOUSAND, and NO/100 DOLLARS ($85,000) ("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 January 10, 2018 ("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:

PAUL POSTEL REALTY CORPORATION
a Texas corporation

By: _____

Its: PARTNER

Date: 12/13/17

Address: 600 KINNEY AVE

AUSTIN, TX 78704

BUYER:

WILLIAMSON COUNTY, TEXAS

BY: _____

Its: _____

Date: _____

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

NON-EXCLUSIVE TRAIL EASEMENT

THE STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

That PAUL POSTEL REALTY CORPORATION, a Texas corporation, and its successors and assigns, (whether one or more, "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by WILLIAMSON COUNTY, TEXAS, ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee a non-exclusive trail easement (the "Easement") in, upon, over, above and across the below-described property:

> All of that certain 1.4289-acre tract of land in the J.M. Harrell Survey, Abstract No. 284, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (the "Easement Area")

The Easement is granted to Grantee for the benefit of the general public, in the form of recreational trails installed and maintained by Grantee, over and across the Easement Area, for use by the public for the purpose of walking, running, hiking, bicycling, or traversing over, upon and across, and otherwise using such Easement Area; together with the express right to construct, reconstruct, and repair a recreational trail and associated facilities, related appurtenances, equipment and signage and to maintain the Easement Area, including clearing and removing vegetation, silt and debris therefrom at Grantee's discretion.

This Easement 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 Easement, shall be perpetual, provided however that the Easement shall terminate in the event the Easement Area and/or facilities therein are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The Easement is non-exclusive. Grantor hereby expressly reserves unto itself and its permittees the right to use the Easement Area for all purposes and uses not materially inconsistent with the Easement.

Grantee shall have the right to grade the Easement Area for the full width thereof.

Grantee, at Grantee's discretion, shall have the right, from time to time, to trim and to cut down and clear away any and all trees and brush now or hereafter within 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 reasonable opinion of Grantee may be a hazard to the use of the Easement, 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

Grantee shall have 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 within the Easement and repair any damage it shall do to Grantor's property.

(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 in and to the Easement, including the right 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.

Grantee shall have the right and privilege at any and all times to enter the Easement Area, or any part thereof, for the purpose of constructing, reconstructing, 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 the Easement Area 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.

Grantee shall also have the right and privilege at any and all times to assign this Easement to another governmental entity.

Nothing herein contained shall be deemed to be a gift or dedication of any portion of any property to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

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.

(Signatures are on following 2 pages)

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 13TH day of DECEMBER, 2017.

GRANTOR:

PAUL POSTEL REALTY CORPORATION,
a Texas corporation
By: _____
Its: PARTNER

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of the month of _____, 2017, by _____ 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

PAPE-DAWSON ENGINEERS

EXHIBIT tabbies "A"

FIELD NOTES

FOR

A 1.429 ACRE, OR 62,244 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A 10.87 ACRE TRACT, DESCRIBED IN CONVEYANCE TO PAUL POSTEL REALTY CORP, IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2015112793 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS AND THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS. SAID 1.429 ACRES 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 southeast line of a called 34 acre tract recorded in Volume 608, Pages 936-938 of the Deed Records of Williamson County, Texas, the west corner of a Park, dedicated in the Oaklands Section One-B Subdivision recorded in Cabinet G, Slides 173-175 of the Plat Records of Williamson County, Texas;

THENCE N 69°39'17" E, with the southeast line of said called 34 acre tract, same being the northwest line of said Park, a distance of **239.99 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, the west corner of Lot 1, Block A of the Plat of Faith Missionary Baptist Church recorded in Cabinet Q, Slides 173-175 of the Plat Records of Williamson County, Texas, same being the east corner of said called 34 acre tract, same being the north corner of said Park, same being a south corner of said called 10.87 acre tract, same being the **POINT OF BEGINNING** of the herein described tract;

THENCE N 35°29'13" W, with the northeast line of said called 34 acre tract, same being a southwest line of said called 10.87 acre tract, a distance of **503.81 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, the south corner of a called 1.81 acre tract recorded in Volume 1998, Pages 688-690 of the Official Records of Williamson County, Texas, same being the west corner of said called 10.87 acre tract, same being an angle point in the northeast line of said called 34 acre tract;

THENCE N 67°39'39" E, departing the northeast line of said called 34 acre tract, with the southeast line of said called 1.81 acre tract, same being a northwest line of said called 10.87 acre tract a distance of **87.61 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set;

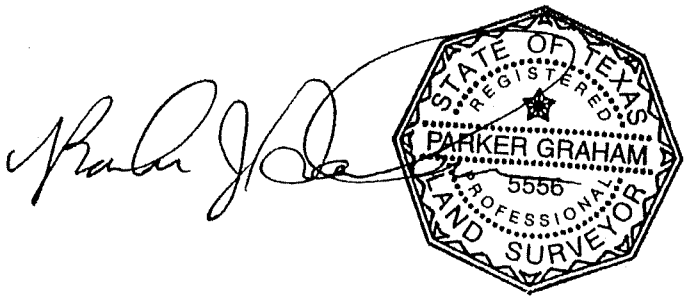
THENCE departing the southeast line of said called 1.81 acre tract, through the interior of said called 10.87 acre tract, the following two (2) courses and distances:

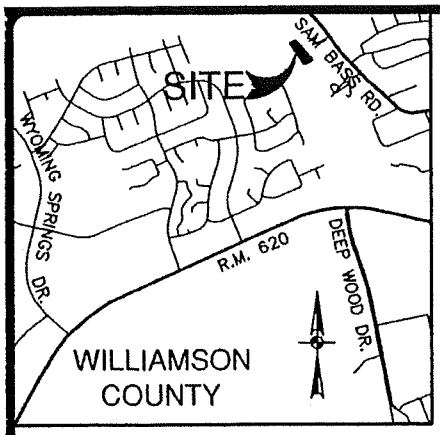
1. **S 72°02'24" E**, a distance of **30.14 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, and

2. **S 40°30'40" E**, a distance of **494.33 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, on a northwest line of the aforementioned Lot 1, Block A, same being a southeast line of said called 10.87 acre tract;

THENCE S 67°06'50" W, with the northwest line of said Lot 1, Block A, same being a southeast line of said called 10.87 acre tract, a distance of **150.18 feet** to the **POINT OF BEGINNING** and containing 1.429 acres 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\R052407-PAUL-POSTEL.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01





LOCATION MAP

NOT-TO-SCALE

EXHIBIT
OF

A 1.429 ACRE, OR 62,244 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A 10.87 ACRE TRACT, DESCRIBED IN CONVEYANCE TO PAUL POSTEL REALTY CORP, IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2015112793 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS AND THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS.

1 inch = 100'

100' 0' 50' 100'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S67°39'39"W	87.61'
L2	N72°02'24"W	30.14'

STATE OF TEXAS
REGISTERED
PARKER GRAHAM
5556
PROFESSIONAL
LAND SURVEYOR

1.81 ACRES
VOL. 1998, PGS.
688–690 (O.R.)

0.023 ACRE
WASTEWATER LINE
EASEMENT
DOC. #2003030440
(O.P.R.)

L1

L2

0.025 ACRE WASTEWATER LINE EASEMENT
DOC. NO. 2002098696 (O.P.R.)

DAVID CURRY
SURVEY
ABSTRACT NO. 130

OWNER: PAUL POSTEL
REALTY CORP
10.87 ACRES
DOC. #2015112793 (O.P.R.)

S40°30'40"E 494.33'

34 ACRES
VOL. 608, PGS. 936–938 (D.R.)

N35°29'13"W 503.81'

1.429 ACRES
(62,244 SQ. FT. MORE OR LESS)

0.025 ACRE WASTEWATER
LINE EASEMENT
DOC. #2002098696 (O.P.R.)

APPROXIMATE LOCATION OF
ORIGINAL SURVEY LINE
(NOT FIELD LOCATED)

P.O.C.

FD. ½" I.R.

N69°39'17"E ~
239.99'

S67°06'50"W 150.18'

PLAT OF
FAITH MISSIONARY BAPTIST
CHURCH
LOT 1, BLOCK A
CABINET Q, SLIDES 65–66 (P.R.)

P.O.B.

THE OAKLANDS
SECTION ONE–B
PARK
CABINET G, SLIDES
173–175 (P.R.)

J.M. HARRELL
SURVEY
ABSTRACT NO. 284

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.

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

MAY 26, 2017

SHEET 1 OF 1

JOB No.: 50867–00

Date: Jun 15, 2017, 3:33pm User ID: dherrera
File: H:\survey\CIVIL\50867-00\Exhibits\R052407-PAUL-POSTEL.dwg

Commissioners Court - Regular Session **33.**

Meeting Date: 12/19/2017

San Gabriel Ranch Rd.

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 Gary Watson for the San Gabriel Ranch Rd. project. Parcel 5. Funding Source: Road & Bridge P439

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Watson contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 11:17 AM
Form Started By: Charlie Crossfield		Started On: 12/14/2017 11:00 AM
Final Approval Date: 12/14/2017		

REAL ESTATE CONTRACT
San Gabriel Ranch Road Dam – Parcel 5

THIS REAL ESTATE CONTRACT ("Contract") is made by GARY WATSON (collectively referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> Fee simple interest in and to all of that certain 0.374 acre (1,627 square feet) of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**); and
>
> Temporary Drainage Easement interest in and across that certain 0.33 acre of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 5DE**); and
>
> Temporary Workspace and Staging Easement and Grading License interest in and across that certain 0.14 acre of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 5TCE**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A" and any improvements thereon, together with the Temporary Drainage Easement and Temporary Workspace and Staging Easement and Grading License interests described in Exhibit "B", and any damage to the remaining property of Seller as a result of this transaction, shall be the sum of ELEVEN THOUSAND ONE HUNDRED TWENTY-SEVEN and 00/100 Dollars ($11,127.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before January 31, 2018, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "C", attached hereto and incorporated herein.

(2) Deliver to Purchase a duly executed and acknowledged Temporary Drainage Easement and Temporary Workspace and Staging Easement and Grading License, conveying such interests in and to all of the Property Described in Exhibit "B." The Drainage Easement shall be in the form as shown in Exhibit "D", attached hereto and incorporated herein. The Temporary Workspace and Staging Easement and Grading License shall be in the form as shown in Exhibit "E".

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser 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 Purchaser 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 Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. 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 Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. 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.

Parties Bound

8.03. 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.

Legal Construction

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

Prior Agreements Superseded

8.05. 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.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

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

Compliance

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

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 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.

[signature page follows]

SELLER:

Gary Watson

Gary Watson

Address: 105 REMUDA

LIBERTY HILL TX 78642

Date: 12-10-2017

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 5
Highway: San Gabriel Ranch Road
Limits: From: South of Remuda Drive
To: North of Mustang Circle

DESCRIPTION FOR PARCEL 5

DESCRIPTION OF A 0.374 ACRE (1,627 SQ. FT.) PARCEL OF LAND, LOCATED IN THE JOHN F. WEBBER SURVEY, ABSTRACT 654, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 134, SAN GABRIEL RIVER RANCH, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 94, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED AS A CALLED 0.570 ACRE TRACT OF LAND IN A DEED TO GARY WATSON, RECORDED IN DOCUMENT NO. 2011075102 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.374 ACRE (1,627 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY (ROW) SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a cotton spindle found on the centerline of San Gabriel Ranch Road, a 50-foot wide road easement, per said plat of San Gabriel River Ranch subdivision, same being the west line of Lot 131, of said San Gabriel River Ranch subdivision, described as a called 1.41 acre tract of land in a deed to Joshua Joe Solis, recorded in Document No. 2013015102, O.P.R.W.C.TX.;

A) **THENCE** S 03°21'41" E, with the centerline of said San Gabriel Ranch Road, a distance of 0.89 feet to a calculated point at the west corner of said Lot 131, and the north corner of Lot 132, of said San Gabriel River Ranch, described as a called 1.280 acre tract of land in deed to Joshua Joe Solis, recorded in Document No. 2013015102, O.P.R.W.C.Tx.;

B) **THENCE** S 03°21'41" E, with the centerline of said San Gabriel Ranch Road, a distance of 228.43 feet to a calculated point at the intersection of said San Gabriel Ranch Road and Remuda Drive, a 50-foot wide road easement, per said plat of San Gabriel River Ranch subdivision, for the west corner of said Lot 132, and the north corner of Lot 133, of said San Gabriel River Ranch, described as a called 0.78 acre tract of land in deed to Joe E. Mireles, Jr., recorded in Document No. 2015108075, O.P.R.W.C.Tx.;

C) **THENCE** S 25°02'24" W, with the centerline of said Remuda Drive, same being the west line of said Lot 133, a distance of 100.01 feet to a calculated point at the west corner of said Lot 133, and the north corner of Lot 134, of said San Gabriel River Ranch, described as a called 0.570 acre tract of land in deed to Gary Watson, recorded in Document No. 2011075102, O.P.R.W.C.Tx.;

D) **THENCE** S 61°13'36" E, with the south line of said Lot 133, same being the north line of said Lot 134, a distance of 275.79 feet, to a 5/8-inch iron rod with aluminum cap stamped "Williamson County" set, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 61°13'36" E, continuing with said common line of said Lots 133 and 134, a distance of 69.96 feet, to a 5/8-inch iron rod with aluminum cap stamped "Williamson County" set at the east corner of said Lot 134, the south corner of said Lot 133, the west corner of Lot 37, of said San Gabriel River Ranch, described as a called 1.09 acre tract of land in a deed to Toni M. Baugh, recorded in Document No. 9723441, O.R.W.C.Tx., and the north corner of Lot 36, of said San Gabriel River Ranch, described as a called 1.09 acre tract of land in a deed to Toni M. Baugh, recorded in Document No. 9723441, O.R.W.C.Tx., said point being for the northeast corner of the parcel described herein, from which a cotton spindle found, bears N 18°46'24" E, with the common line of said Lots 133 and Lot 37, a distance of 100.02 feet, to a calculated point on the centerline of said San Gabriel Ranch Road, at the east corner of said Lot 133, same being the north corner of said Lot 37, N 61°00'13" W, with the centerline of said San Gabriel Ranch Road, a distance of 1.07 feet;

THENCE, with the east line of said Lot 134, same being the west line of said Lot 36, the following two (2) courses and distances numbered 2-3:

2) S 18°46'24" W, a distance of 7.54 feet, to a calculated point, and
3) S 01°36'19" E, a distance of 19.17 feet, to a 5/8-inch iron rod with aluminum cap stamped "Williamson County" set, on the proposed south ROW line of San Gabriel Ranch Road (ROW) for the southeast corner of the parcel described herein;

THENCE, with said south proposed ROW, over and across the interior of said Lot 134, the following four (4) courses and distances numbered 4-7:

4) N 68°03'21" W, a distance of 47.47 feet, to a 5/8-inch iron rod with aluminum cap stamped "Williamson County", set for the southernmost, southwest corner of the parcel described herein;
5) N 11°38'34" E, a distance of 16.18 feet, to a 5/8-inch iron rod with aluminum cap stamped "Williamson County", set for an interior angle point in said south proposed ROW,
6) N 70°21'21" W, a distance of 22.82 feet, to a 5/8-inch iron rod with aluminum cap stamped "Williamson County", set for the westernmost, southwest corner of the parcel described herein, and

(THIS SPACE INTENTIONALY LEFT BLANK)

7) N08°34'56"E, a distance of 18.93 feet to the **POINT OF BEGINNING**, and containing 0.374 acres (1,627 sq. ft.) of land, more or less.

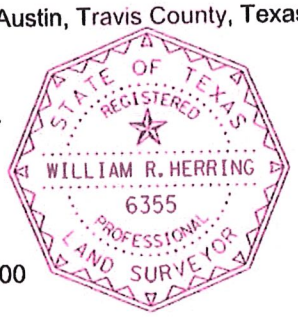
This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface by dividing by a combined scale factor of 0.99985472. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, William R. Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 14th day of August, 2017.

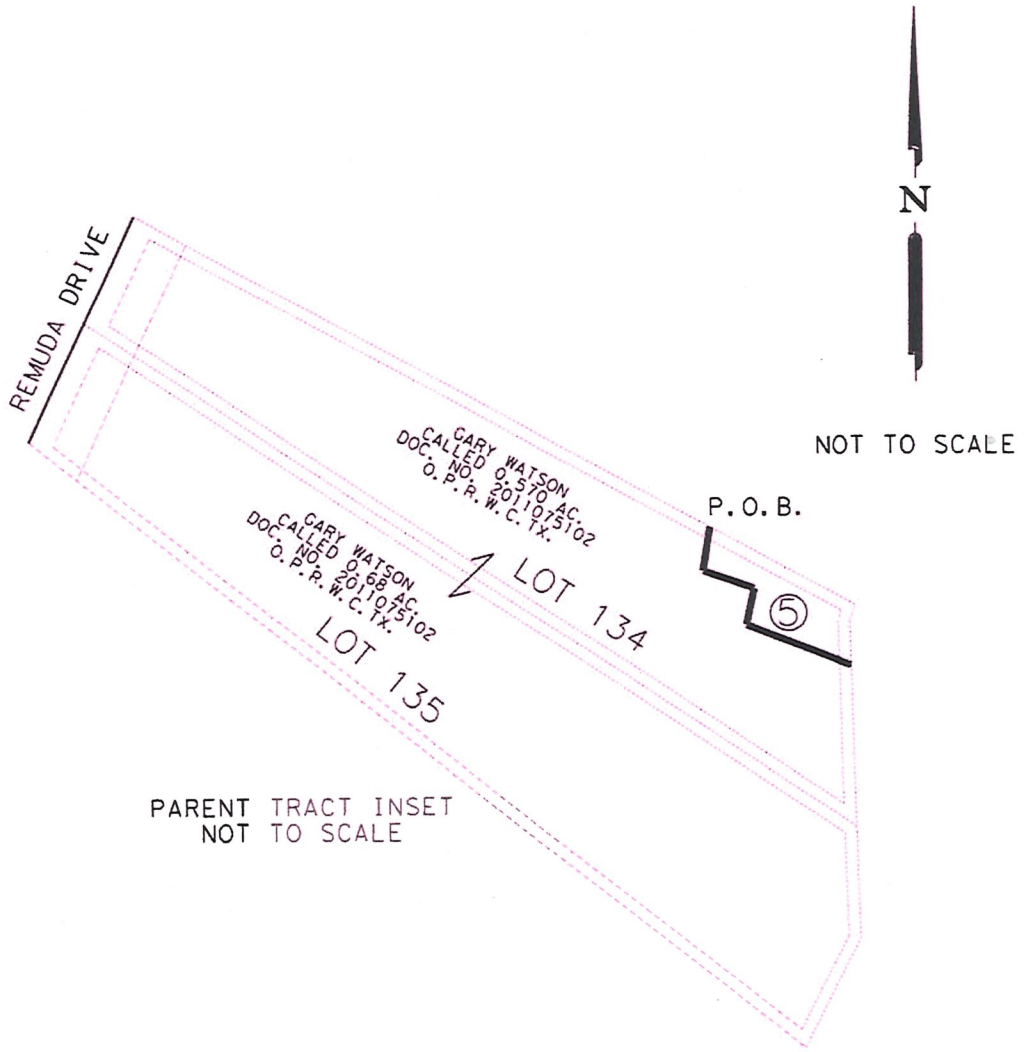


SURVEYING AND MAPPING, LLC.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

William R. Herring
Registered Professional Land Surveyor
No. 6355-State of Texas

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
◉	COTTON SPINDLE FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
---|-------	DISTANCE NOT TO SCALE
-------|-----	DEED LINE (COMMON OWNERSHIP)



PARENT TRACT INSET
NOT TO SCALE

NOTES:

1. ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83(2011) (EPOCH 2010)/NAVD88(GEOID03). ALL COORDINATES SHOWN HEREIN ARE ADJUSTED TO SURFACE BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.99985472. UNITS: U.S. SURVEY FEET
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

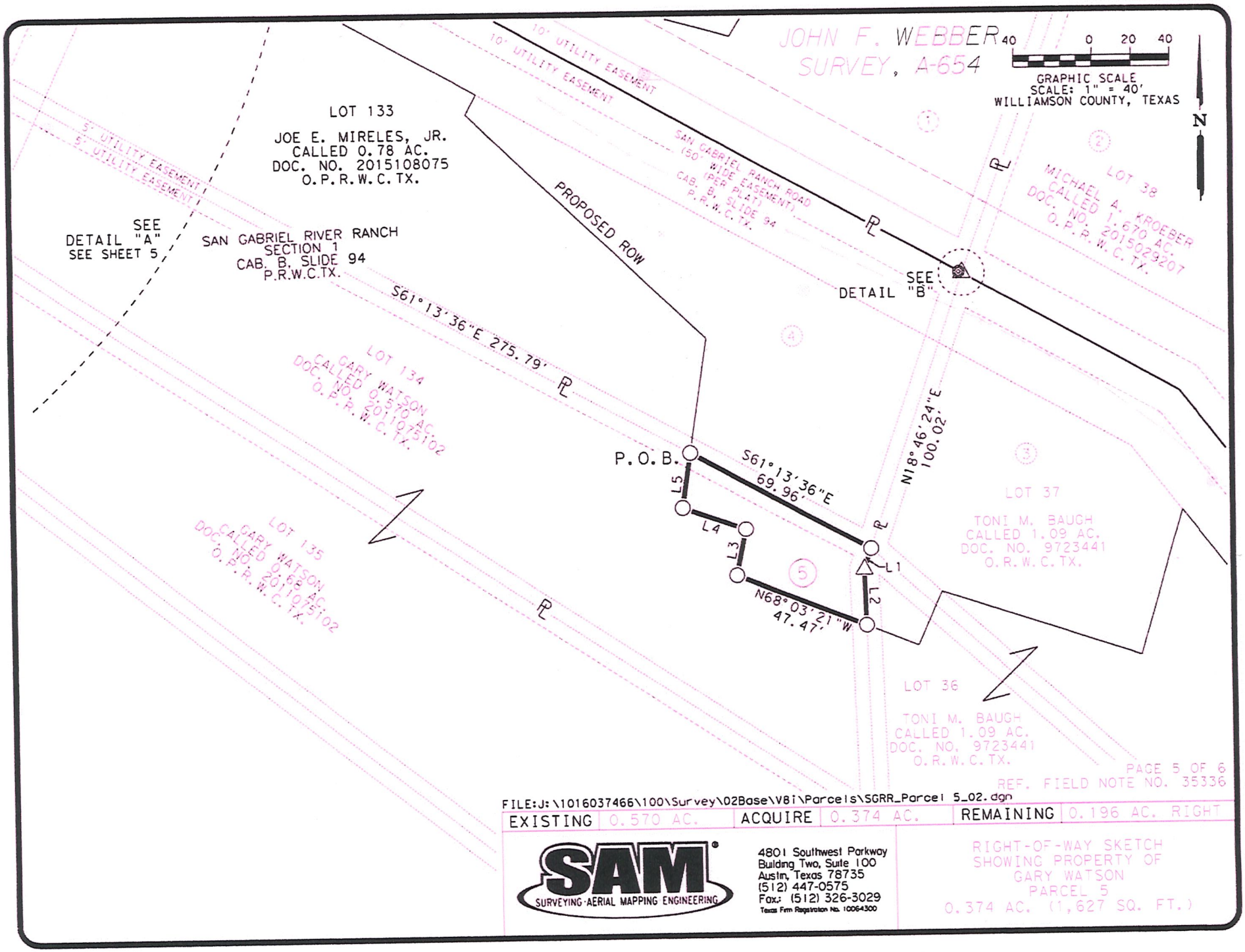
REF. FIELD NOTE NO. 35336

FILE:J:\1016037466\100\Survey\02Base\V8i\Parcels\SGRR_Parcel 5_01.dgn

EXISTING	0.570 AC.	ACQUIRE	0.374 AC.	REMAINING	0.196 AC. RIGHT

SAM
SURVEYING·AERIAL MAPPING ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GARY WATSON
PARCEL 5
0.374 AC. (1,627 SQ. FT.)



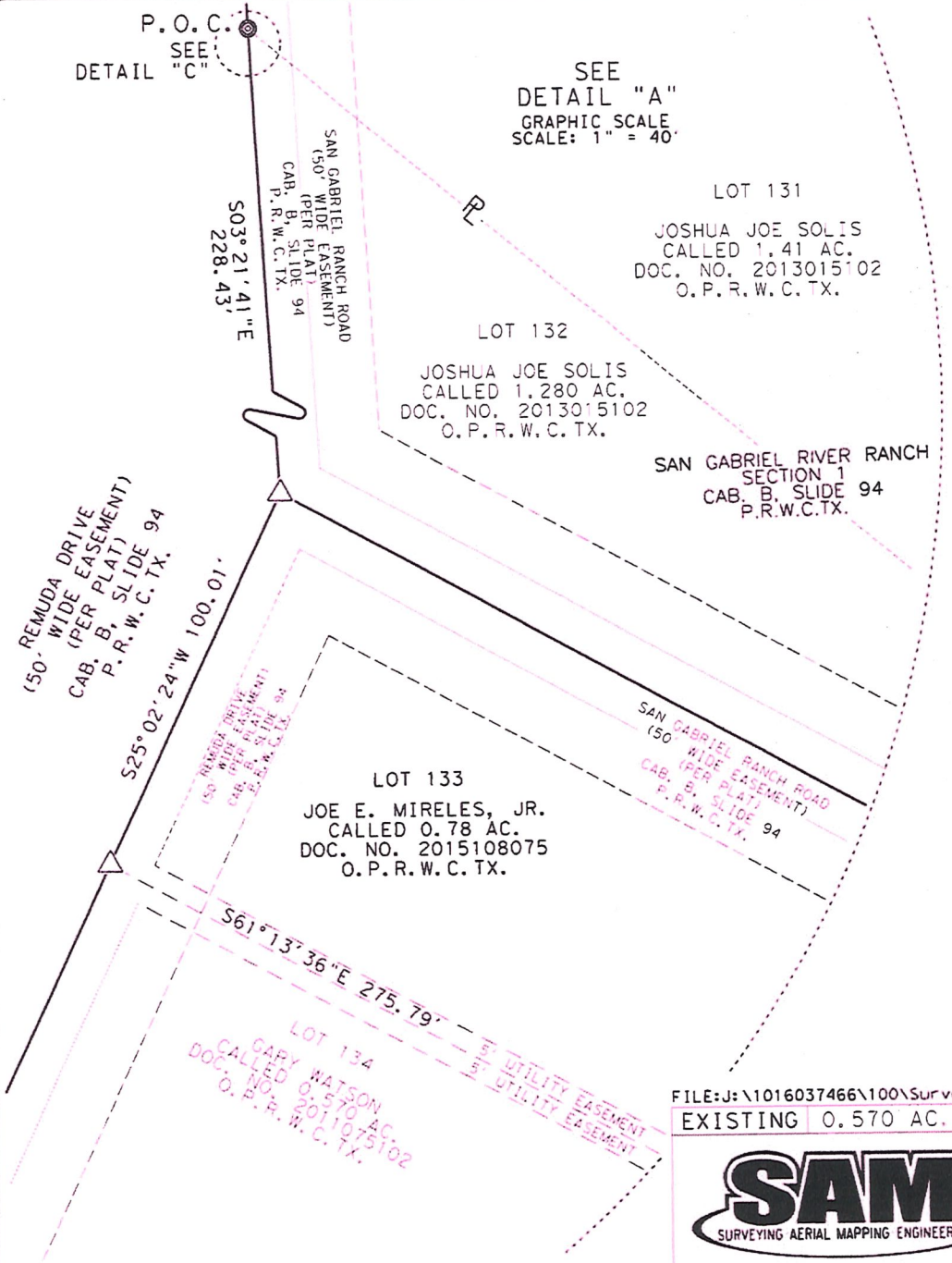
PAGE 5 OF 6
REF. FIELD NOTE NO. 35336

FILE:J:\1016037466\100\Survey\02Base\V8i\Parcels\SGRR_Parcel 5_02.dgn

EXISTING	0.570 AC.	ACQUIRE	0.374 AC.	REMAINING	0.196 AC. RIGHT

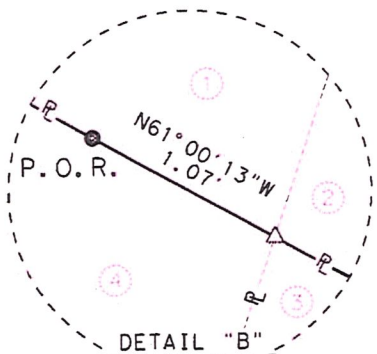
SAM
SURVEYING·AERIAL MAPPING ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GARY WATSON
PARCEL 5
0.374 AC. (1,627 SQ. FT.)

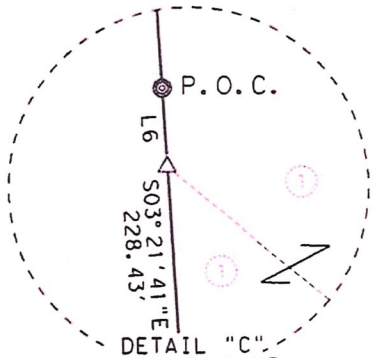


LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S18° 46' 24"W	7.54'
L2	S01° 36' 19"E	19.17'
L3	N11° 38' 34"E	16.18'
L4	N70° 21' 21"W	22.82'
L5	N08° 34' 56"E	18.93'
L6	S03° 21' 41"E	0.89'



DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE

STATE OF TEXAS
REGISTERED
WILLIAM R. HERRING
6355
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WILLIAM R. HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

8/14/2017
DATE

REF. FIELD NOTE NO. 35336

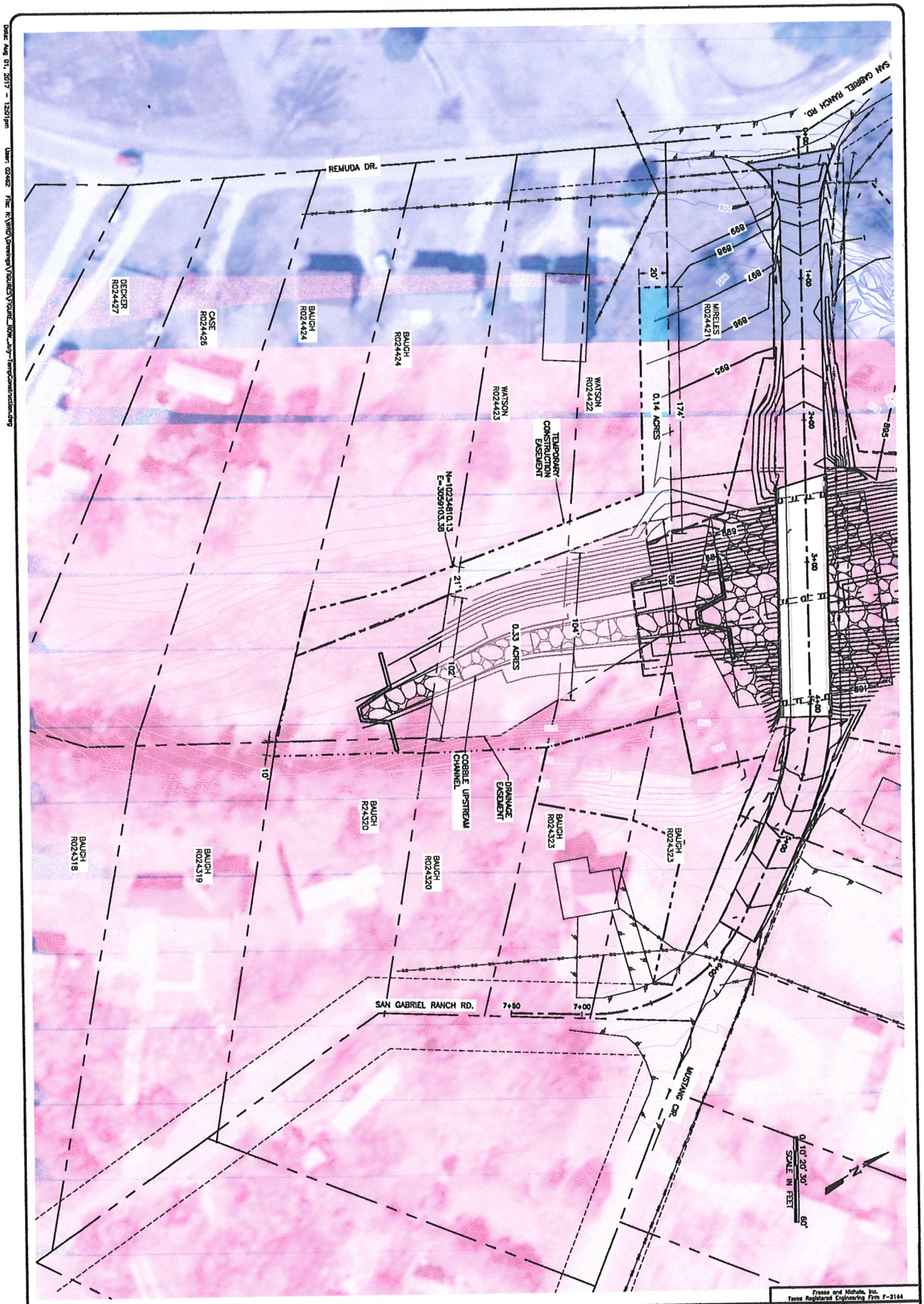
FILE:J:\1016037466\100\Survey\02Base\VBi\Parcels\SGRR_Parcel 5_02.dgn

EXISTING	0.570 AC.	ACQUIRE	0.374 AC.	REMAINING	0.196 AC. RIGHT

SAM
SURVEYING AERIAL MAPPING ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GARY WATSON
PARCEL 5
0.374 AC. (1,627 SQ. FT.)

EXHIBIT "B"



Issue: Aug 01, 2017 - 12:01pm User: GG462 File: R:\WRD\Drawings\FIGURES\Figure_ROW_July-TempConstruction.dwg

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

NO.	ISSUE	BY	DATE

Fish Job No. WC16278
DATE 5/15/17
DESIGNED BV
DRAWN WCB
REVISED AO
CHECKED BBW
FILE NAME FIGURE_ROW_July-TempConstruction.dwg

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET 2 SEQ.

WILLIAMSON COUNTY, TEXAS

SAN GABRIEL RANCH ROAD DAM REMOVAL

WATSON TEMPORARY CONSTRUCTION AND DRAINAGE EASEMENTS

FREESE NICHOLS
10431 Morado Circle, Suite 300
Austin, Texas 78759
Phone – (512) 617-3100
Fax – (512) 617-3101

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF DUSTIN A. MORTENSEN P.E. TEXAS NO. 100000 ON DATE 7/27/2017. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

EXHIBIT "C"

Parcel 5

DEED

San Gabriel Ranch Road Bridge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That GARY WATSON, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.374 acre (1,627 Sq. Ft.) of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**).

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of San Gabriel Ranch Road.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 201__.

GRANTOR:

_____

Gary Watson

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 201__, by Gary Watson, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "D"

Parcel 5

TEMPORARY DRAINAGE EASEMENT
San Gabriel Ranch Road Channel Improvements

THE STATE OF TEXAS '
' KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON '

That GARY WATSON, and his successors and assigns, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as "Grantee", receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a temporary easement (the "Easement") interest in, on, over, upon, above and across the following property ("Property"):

> All of that certain 0.33 acre of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; said tract being more particularly described in Exhibit "A" attached hereto and incorporated herein (**Parcel 5DE**).

The temporary easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a trapezoidal channel, bank stabilization, erosion control, topsoil, seeding, irrigation, in-stream vegetative habitat creation and installation of cobbles, limestone blocks and other necessary or related material and cross vane drop structures, in the general locations and according to the plan and specifications as shown in Exhibit "B" attached hereto and incorporated herein, together with the right and privilege at all times during the grant of this Easement of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary for the purposes described herein.

The temporary easement, rights and privileges shall also be used for post-construction monitoring, maintenance and modification of the improvements described herein and any ecological uplift within the Easement area pursuant to the requirements of Grantee's proposed U.S. Army Corps of Engineers' Nationwide Permit 14: Linear Transportation Project, and Nationwide Permit 27: Aquatic Habitat Restoration for dam removal and stream restoration at the San Gabriel Ranch Road Dam, Liberty Hill.

This Temporary Drainage Easement shall expire and automatically terminate and be of no further force and effect after the expiration of five (5) years from the date of substantial completion of the proposed removal of the San Gabriel Ranch Road Dam, proposed construction of replacement bridge, and proposed Lackey Creek channel realignment restoration.

GRANTEE shall be allowed to extend the duration of the Temporary Drainage Easement identified herein for up to two (2) additional periods of one year each upon: (1) notification to Grantor in writing of the requested extension period, and (2) tendering the additional sum of $1500 for each additional extension period used.

Grantor hereby retains and shall continue to enjoy the surface of such Temporary Drainage Easement for all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee. Provided, however, that Grantor shall specifically be prohibited from mowing, trimming, or otherwise modifying, removing or altering any vegetation or rip rap cobbles within the Property during the term of the Easement unless otherwise authorized by Grantee in writing.

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. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this Easement.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time. The temporary easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of storm water drainage or channel and aquatic habitat restoration as described herein, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

This easement is being delivered in lieu of condemnation.

EXECUTED on this the _____day of _____, 201___.

[signature pages follow]

GRANTOR:

_____

Gary Watson

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Gary Watson, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "E"

TEMPORARY WORKSPACE AND STAGING EASEMENT AND GRADING LICENSE
San Gabriel Ranch Road Dam and Channel Improvements

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON § **KNOW ALL MEN BY THESE PRESENTS:**

That GARY WATSON to as "Grantor", in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid by WILLIAMSON COUNTY, TEXAS, ("County") does hereby grant to County, its agents, contractors, successors and assigns, hereinafter referred to as "GRANTEE", a temporary workspace and staging easement for the purpose of additional workspace and storage of material and equipment to allow construction of roadway and/or bridge improvements, opening, constructing and maintaining a trapezoidal channel, bank stabilization, erosion control, in-stream vegetative habitat creation and installation of cobbles and other necessary or related material and cross vane drop structures and related appurtenance construction, all to be located within adjacent easements or right of way owned or possessed by GRANTEE ("Project"), in, along, upon and across the property ("Property") located in the County of Williamson, State of Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for any and all purposes.

GRANTEE is further granted a Grading License for the purpose of placing earthen fill, grading and otherwise modifying the surface grade of the Property, including removal of trees as necessary, to the topographical elevations, slopes, compaction and other details or specifications as shown in Exhibits "A & B" attached hereto and incorporated herein. GRANTEE shall use excavated embankment material from the current San Gabriel Ranch Road Dam to carry out the grade modifications described herein, and shall revegetate the regraded area of the property as required by any Williamson County design manual specifications and/or Project contract documents to stabilize the grade and prevent future erosion.

For the consideration above recited and the mutual covenants and conditions herein contained the parties further agree as follows: _____

Following completion of work within the temporary workspace and staging easement area described in Exhibit "A", if GRANTEE has removed or damaged improvements, herbage, or landscaping within said easement area or otherwise on Grantor's property, GRANTEE shall at its expense restore properties injured by GRANTEE's activities as closely as commercially possible to substantially the same condition as existed previous to GRANTEE's entry upon the particular property, taking into account the proposed modifications as described herein.

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.

This Easement and License shall be in full force and effect at all times during the accomplishment and completion of the construction Project activities described above. Said Easement and License shall terminate and all use rights within land area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the expiration of twenty-four (24) months from

the date of first entry upon the property described in Exhibit "A" for the purposes set out herein, or on the date of completion of construction of the bridge, roadway and channel facility Project activities described above, whichever occurs first. Grantee shall only remove any hardwood trees larger than 6 (six) inches in diameter from the temporary workspace and staging areas if approved and determined by the County Engineer in advance to be necessary and required for reasonable access to the Property to carry out the purposes identified herein.

GRANTEE shall be allowed to extend the duration of the Temporary Workspace and Staging Easement and Grading License identified herein for up to twelve (12) additional thirty (30) day periods upon: (1) notification to Grantor in writing of the requested extension period, and (2) tendering the additional sum of $250 for each additional extension period used.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____day of _____, 201___.

GRANTOR:

_____
Gary Watson

Acknowledgement

State of Texas
County of _____

This instrument was acknowledged before me on _____ by Gary Watson, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public—State of Texas

AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis, County Judge

Acknowledgement

State of Texas
County of Williamson

This instrument was acknowledged before me on _____ by Dan A. Gattis, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public—State of Texas

After recording return to:

Commissioners Court - Regular Session **34.**

Meeting Date: 12/19/2017

San Gabriel Ranch Rd.

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 Joe E. Mireles Jr. for right of way needed on the San Gabriel Ranch Rd. project. Parcel 4. Funding Source: Road & Bridge P439

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mireles Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 11:17 AM
Form Started By: Charlie Crossfield		Started On: 12/14/2017 11:03 AM
Final Approval Date: 12/14/2017		

REAL ESTATE CONTRACT

San Gabriel Ranch Road Dam – Parcel 4

THIS REAL ESTATE CONTRACT ("Contract") is made by JOE E. MIRELES, JR. (collectively referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> Fee simple interest in and to all of that certain 0.358 acre (15,576 square feet) of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**); and
>
> Temporary Workspace and Staging Easement and Grading License interest in and across that certain 0.36 acre of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; said tract being more particularly described in Exhibit "B" attached hereto and incorporated herein (**Parcel 4TCE**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A" and any improvements thereon, together with the Temporary Workspace and Staging Easement and Grading License interests described in Exhibit "B", and any damage to the remaining property of Seller as a result of this transaction, shall be the sum of SIXTEEN THOUSAND EIGHT HUNDRED TEN and 00/100 Dollars ($16,810.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before January 10, 2018, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "C", attached hereto and incorporated herein.

(2) Deliver to Purchase a duly executed and acknowledged Temporary Workspace and Staging Easement and Grading License, conveying such interests in and to all of the Property Described in Exhibit "B." The Temporary Workspace and Staging Easement and Grading License shall be in the form as shown in Exhibit "D" herein.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser 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 Purchaser 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 Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. 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 Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. 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.

Parties Bound

8.03. 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.

Legal Construction

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

Prior Agreements Superseded

8.05. 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.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

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

Compliance

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

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 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.

[signature page follows]

SELLER:

Joe E. Mireles, Jr.

Address: 102 E. Carrie Manor St.
Manor Tx 78653

Date: 12/11/17

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 4
Highway: San Gabriel Ranch Road
Limits: From: South of Remuda Drive
To: North of Mustang Circle

DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.358 ACRE (15,576 SQ. FT.) PARCEL OF LAND, LOCATED IN THE JOHN F. WEBBER SURVEY, ABSTRACT 654, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 133, SAN GABRIEL RIVER RANCH, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 94, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED AS A CALLED 0.78 ACRE TRACT OF LAND IN A DEED TO JOE E. MIRELES, JR., RECORDED IN DOCUMENT NO. 2015108075 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.358 ACRE (15,576 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY (ROW) SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a cotton spindle found on the centerline of a 50-foot wide road easement (San Gabriel Ranch Road), per said plat of San Gabriel River Ranch subdivision, same being the west corner of Lot 131, of said San Gabriel River Ranch subdivision, described as a called 1.41 acre tract of land in a deed to Joshua Joe Solis, recorded in Document No. 2013015102, O.P.R.W.C.TX., also being the north corner of Lot 132, of said San Gabriel River Ranch subdivision, described as a called 1.280 acre tract of land in a deed to Joshua Joe Solis, recorded in Document No. 2013015102, O.P.R.W.C.TX.;

A) **THENCE** S 03°21'41" E, with the centerline of said San Gabriel Ranch Road, a distance of 0.89 feet to a calculated point at the west corner of said Lot 131, and the north corner of said Lot 132,

B) **THENCE** S 03°21'41" E, with the centerline of said San Gabriel Ranch Road, a distance of 228.43 feet to a calculated point at the intersection of San Gabriel Ranch Road and Remuda Drive, a 50-foot wide road easement, per said plat of San Gabriel River Ranch subdivision, for the west corner of Lot 132, of said San Gabriel River Ranch subdivision, also being the north corner of said Lot 133;

C) **THENCE** S 61°00'13" E, continuing with the centerline of said San Gabriel Ranch Road, same being the south line of said Lot 132 and the north line of said Lot 133, a distance of 25.06 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the proposed south ROW line of said San Gabriel Ranch Road, for the **POINT OF BEGINNING** and the north corner of the parcel described herein;

1) **THENCE** S 61°00'13" E, departing the proposed south ROW line of said San Gabriel Ranch Road, continuing with the centerline of said San Gabriel Ranch Road, same being the south line of said Lot 132 and the north line of said Lot 133, passing at a distance of 308.77 feet, a cotton spindle found, and continuing for a total distance of 309.84 feet to a calculated point, for the south corner of said Lot 132, the west corner of Lot 38, of said San Gabriel River Ranch, described as a called 1.670 acre tract of land in a deed to Michael A. Kroeber, recorded in Document No. 2015029207, O.P.R.W.C.TX, the north corner of Lot 37, of said San Gabriel River Ranch subdivision, described as a called 1.09 acre tract of land in a deed to Toni M. Baugh, recorded in Document No. 9723441 of the Official Records of Williamson County, Texas (O.R.W.C.TX.), and the east corner of said Lot 133 and the parcel described herein;

2) **THENCE** S 18°46'24" W, departing the centerline of said San Gabriel Ranch Road, with the common line of said Lot 37 and said Lot 133, a distance of 100.02 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the proposed south ROW line of said San Gabriel Ranch Road, for the east corner of Lot 134, of said San Gabriel River Ranch subdivision, described as a called 0.570 acre tract of land in a deed to Gary Watson, recorded in Document No. 2011075102, O.P.R.W.C.TX., the south corner of said Lot 133 and the parcel described herein, and the west corner of said Lot 37;

3) **THENCE** N 61°13'36" W, with the common line of said Lot 133 and said Lot 134, a distance of 69.96 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set;

THENCE departing the common line of said Lot 133 and said Lot 134, with the proposed south ROW line of said San Gabriel Ranch Road, over and across said Lot 133, the following five (5) courses and distances numbered 4-8:

4) N 08°34'56" E, a distance of 40.05 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set,

5) N 46°11'44" W, a distance of 112.15 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set,

6) N 28°59'47" E, a distance of 7.50 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set, on the south line of said San Gabriel Ranch Road easement,

7) N 61°00'13" W, with the south line of said San Gabriel Ranch Road easement, a distance of 133.51 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set, on the east line of said Remuda Drive easement, for the west corner of the parcel described herein, and

8) N 25°02'24" E, a distance of 25.06 feet to the **POINT OF BEGINNING**, and containing 0.358 acres (15,576 sq. ft.) of land, more or less.

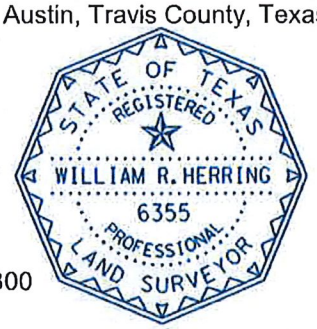
This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface by dividing by a combined scale factor of 0.99985472. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, William R. Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 14th day of August, 2017.

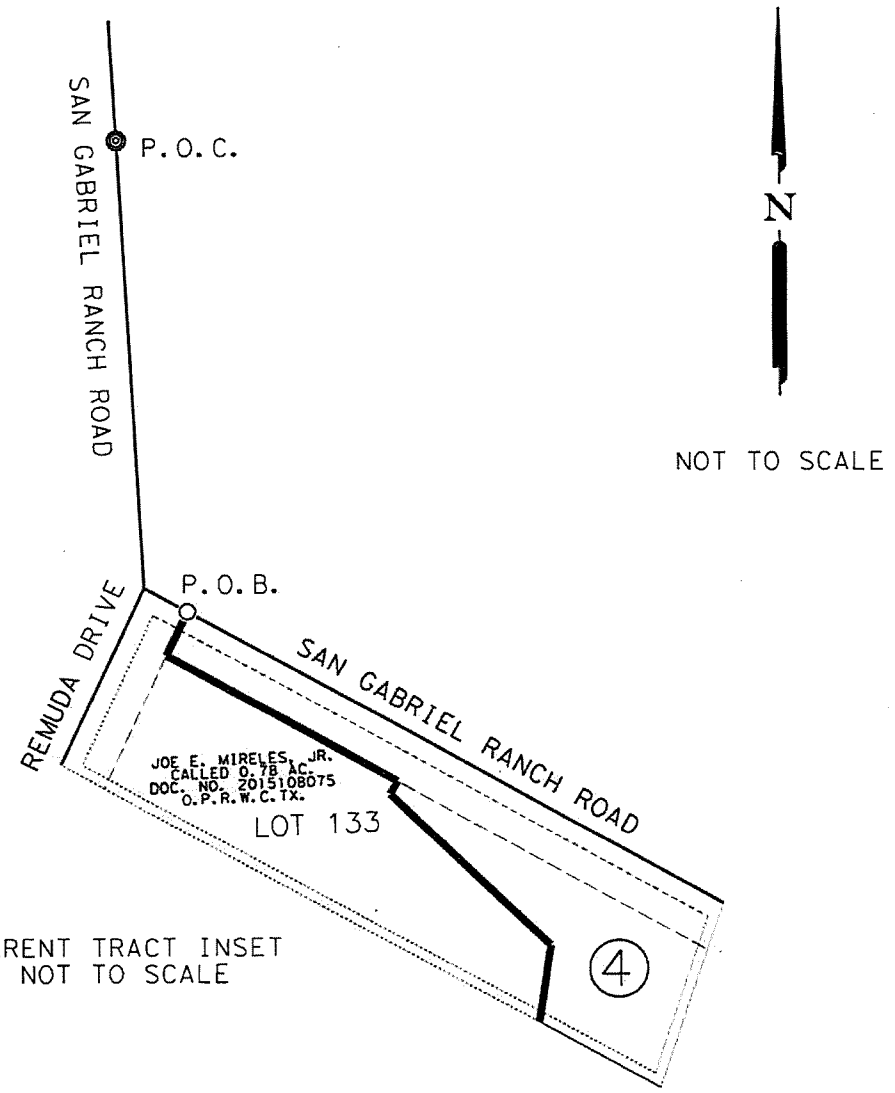


SURVEYING AND MAPPING, LLC.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

William R. Herring
Registered Professional Land Surveyor
No. 6355-State of Texas

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
◉	COTTON SPINDLE FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
---i------	DISTANCE NOT TO SCALE
------1-----	DEED LINE (COMMON OWNERSHIP)



REF. FIELD NOTE NO. 33837

NOTES:

1. ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83(2011) (EPOCH 2010)/NAVD88(GEOID03). ALL COORDINATES SHOWN HEREIN ARE ADJUSTED TO SURFACE BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.99985472. UNITS: U.S. SURVEY FEET
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

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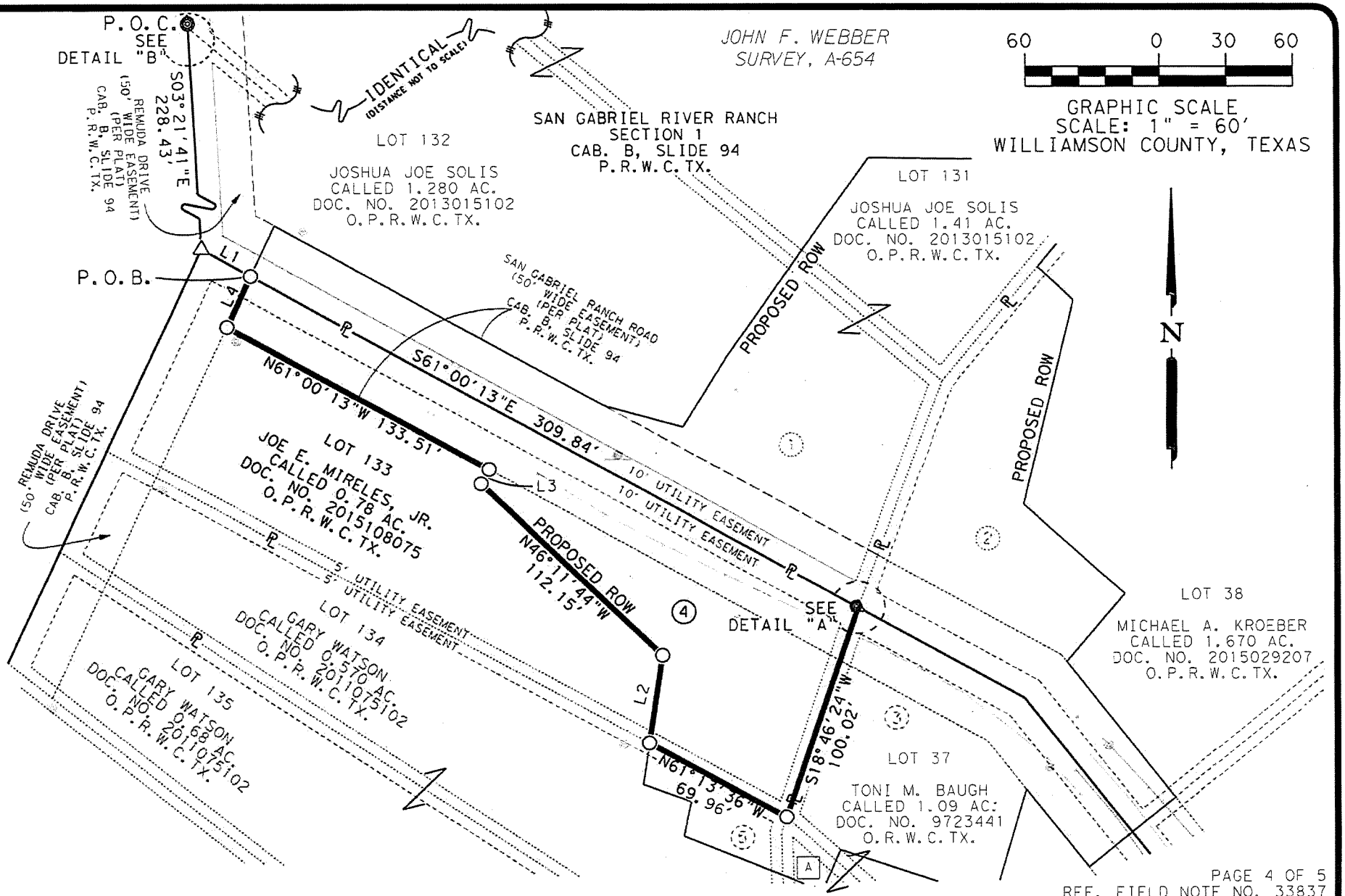
EXISTING	0.780 AC.	ACQUIRE	0.358 AC.	REMAINING	0.422 AC. RIGHT

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JOE E. MIRELES, JR.
PARCEL 4
0.358 AC. (15,576 SQ. FT.)



PAGE 4 OF 5
REF. FIELD NOTE NO. 33837

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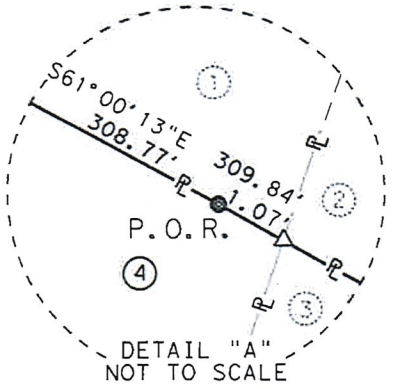
EXISTING	0.780 AC.	ACQUIRE	0.358 AC.	REMAINING	0.422 AC. RIGHT

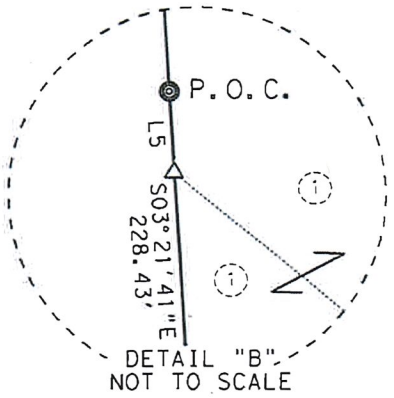
SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JOE E. MIRELES, JR.
PARCEL 4
0.358 AC. (15,576 SQ. FT.)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S61°00'13"E	25.06'
L2	N08°34'56"E	40.05'
L3	N28°59'47"E	7.50'
L4	N25°02'24"E	25.06'
L5	S03°21'41"E	0.89'





A

LOT 36
TONI M. BAUGH
CALLED 1.09 AC.
DOC. NO. 9723441
O.R.W.C.TX.

STATE OF TEXAS
REGISTERED
WILLIAM R. HERRING
6355
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WILLIAM R. HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

8/14/2014
DATE

REF. FIELD NOTE NO. 33837

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EXISTING	0.780 AC.	ACQUIRE	0.358 AC.	REMAINING	0.422 AC. RIGHT

SAM
SURVEYING-AERIAL MAPPING-ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JOE E. MIRELES, JR.
PARCEL 4
0.358 AC. (15,576 SQ. FT.)

SAN GABRIEL RANCH ROAD DAM REMOVAL
MIRELES TEMPORARY CONSTRUCTION EASEMENT
WILLIAMSON COUNTY, TEXAS
FREESE NICHOLS
10431 Morado Circle, Suite 300
Austin, Texas 78759
Phone - (512) 617-3100
Fax - (512) 617-3101
Texas Registered Engineering Firm F-2144
NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF DUSTIN G. BOEDEKER P.E. TEXAS NO. 100020 ON DATE 7/31/2017 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
VERRY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"
NO. ISSUE BY DATE
FAN JOB NO. W/C16278
DATE 5/15/17
DESIGN SY
DRAWN MCB
CHECKED BEW
FILE NAME FIGURE_ROW_July-TempConstruction.dwg
SHEET 1
SEQ.
SCALE IN FEET 0 10 20 30 60'
N
MUSTANG CIR.
SAN GABRIEL RANCH RD.
7+00
7+50
6+00
5+00
4+00
3+00
2+00
1+00
0+00
BAUGH R024323
BAUGH R024323
BAUGH R024320
BAUGH R24320
BAUGH R024319
BAUGH R024318
COBBLE UPSTREAM CHANNEL
50'
57'
10'
0.33 ACRES
TEMPORARY CONSTRUCTION EASEMENT
0.36 ACRES
251'
WATSON R024422
WATSON R024423
BAUGH R024424
BAUGH R024424
CASE R024426
DECKER R024427
MIRELES R024421
REMUDA DR.
SAN GABRIEL RANCH RD.
EXHIBIT
B
eddies
Date: Aug 01, 2017 - 11:18am User: 92462 File: N:\WRD\Drawings\Y\FIGURES\Y\FIGURE_ROW_July-TempConstruction.dwg

Parcel 4

DEED

San Gabriel Ranch Road Bridge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That JOE E. MIRELES, JR., hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.358 acre (15,576 Sq. Ft.) of land in the John F. Webber Survey, Abstract No. 654, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**).

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of San Gabriel Ranch Road.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 11th day of December, 2017.

GRANTOR:

Joe E. Mireles, Jr.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 11th day of December, 2017, by Joe E. Mireles, Jr., in the capacity and for the purposes and consideration recited therein.

LISA DWORACZYK
Notary Public, State of Texas
My Commission Expires
September 29, 2018

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT A

County: Williamson
Parcel No.: 4
Highway: San Gabriel Ranch Road
Limits: From: South of Remuda Drive
To: North of Mustang Circle

DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.358 ACRE (15,576 SQ. FT.) PARCEL OF LAND, LOCATED IN THE JOHN F. WEBBER SURVEY, ABSTRACT 654, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 133, SAN GABRIEL RIVER RANCH, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 94, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED AS A CALLED 0.78 ACRE TRACT OF LAND IN A DEED TO JOE E. MIRELES, JR., RECORDED IN DOCUMENT NO. 2015108075 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.358 ACRE (15,576 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY (ROW) SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a cotton spindle found on the centerline of a 50-foot wide road easement (San Gabriel Ranch Road), per said plat of San Gabriel River Ranch subdivision, same being the west corner of Lot 131, of said San Gabriel River Ranch subdivision, described as a called 1.41 acre tract of land in a deed to Joshua Joe Solis, recorded in Document No. 2013015102, O.P.R.W.C.TX., also being the north corner of Lot 132, of said San Gabriel River Ranch subdivision, described as a called 1.280 acre tract of land in a deed to Joshua Joe Solis, recorded in Document No. 2013015102, O.P.R.W.C.TX.;

A) **THENCE** S 03°21'41" E, with the centerline of said San Gabriel Ranch Road, a distance of 0.89 feet to a calculated point at the west corner of said Lot 131, and the north corner of said Lot 132,

B) **THENCE** S 03°21'41" E, with the centerline of said San Gabriel Ranch Road, a distance of 228.43 feet to a calculated point at the intersection of San Gabriel Ranch Road and Remuda Drive, a 50-foot wide road easement, per said plat of San Gabriel River Ranch subdivision, for the west corner of Lot 132, of said San Gabriel River Ranch subdivision, also being the north corner of said Lot 133;

C) **THENCE** S 61°00'13" E, continuing with the centerline of said San Gabriel Ranch Road, same being the south line of said Lot 132 and the north line of said Lot 133, a distance of 25.06 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the proposed south ROW line of said San Gabriel Ranch Road, for the **POINT OF BEGINNING** and the north corner of the parcel described herein;

1) **THENCE** S 61°00'13" E, departing the proposed south ROW line of said San Gabriel Ranch Road, continuing with the centerline of said San Gabriel Ranch Road, same being the south line of said Lot 132 and the north line of said Lot 133, passing at a distance of 308.77 feet, a cotton spindle found, and continuing for a total distance of 309.84 feet to a calculated point, for the south corner of said Lot 132, the west corner of Lot 38, of said San Gabriel River Ranch, described as a called 1.670 acre tract of land in a deed to Michael A. Kroeber, recorded in Document No. 2015029207, O.P.R.W.C.TX, the north corner of Lot 37, of said San Gabriel River Ranch subdivision, described as a called 1.09 acre tract of land in a deed to Toni M. Baugh, recorded in Document No. 9723441 of the Official Records of Williamson County, Texas (O.R.W.C.TX.), and the east corner of said Lot 133 and the parcel described herein;

2) **THENCE** S 18°46'24" W, departing the centerline of said San Gabriel Ranch Road, with the common line of said Lot 37 and said Lot 133, a distance of 100.02 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set on the proposed south ROW line of said San Gabriel Ranch Road, for the east corner of Lot 134, of said San Gabriel River Ranch subdivision, described as a called 0.570 acre tract of land in a deed to Gary Watson, recorded in Document No. 2011075102, O.P.R.W.C.TX., the south corner of said Lot 133 and the parcel described herein, and the west corner of said Lot 37;

3) **THENCE** N 61°13'36" W, with the common line of said Lot 133 and said Lot 134, a distance of 69.96 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set;

THENCE departing the common line of said Lot 133 and said Lot 134, with the proposed south ROW line of said San Gabriel Ranch Road, over and across said Lot 133, the following five (5) courses and distances numbered 4-8:

4) N 08°34'56" E, a distance of 40.05 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set,

5) N 46°11'44" W, a distance of 112.15 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set,

6) N 28°59'47" E, a distance of 7.50 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set, on the south line of said San Gabriel Ranch Road easement,

7) N 61°00'13" W, with the south line of said San Gabriel Ranch Road easement, a distance of 133.51 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set, on the east line of said Remuda Drive easement, for the west corner of the parcel described herein, and

8) N 25°02'24" E, a distance of 25.06 feet to the **POINT OF BEGINNING**, and containing 0.358 acres (15,576 sq. ft.) of land, more or less.

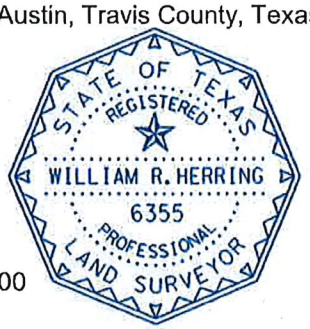
This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface by dividing by a combined scale factor of 0.99985472. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, William R. Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 14th day of August, 2017.

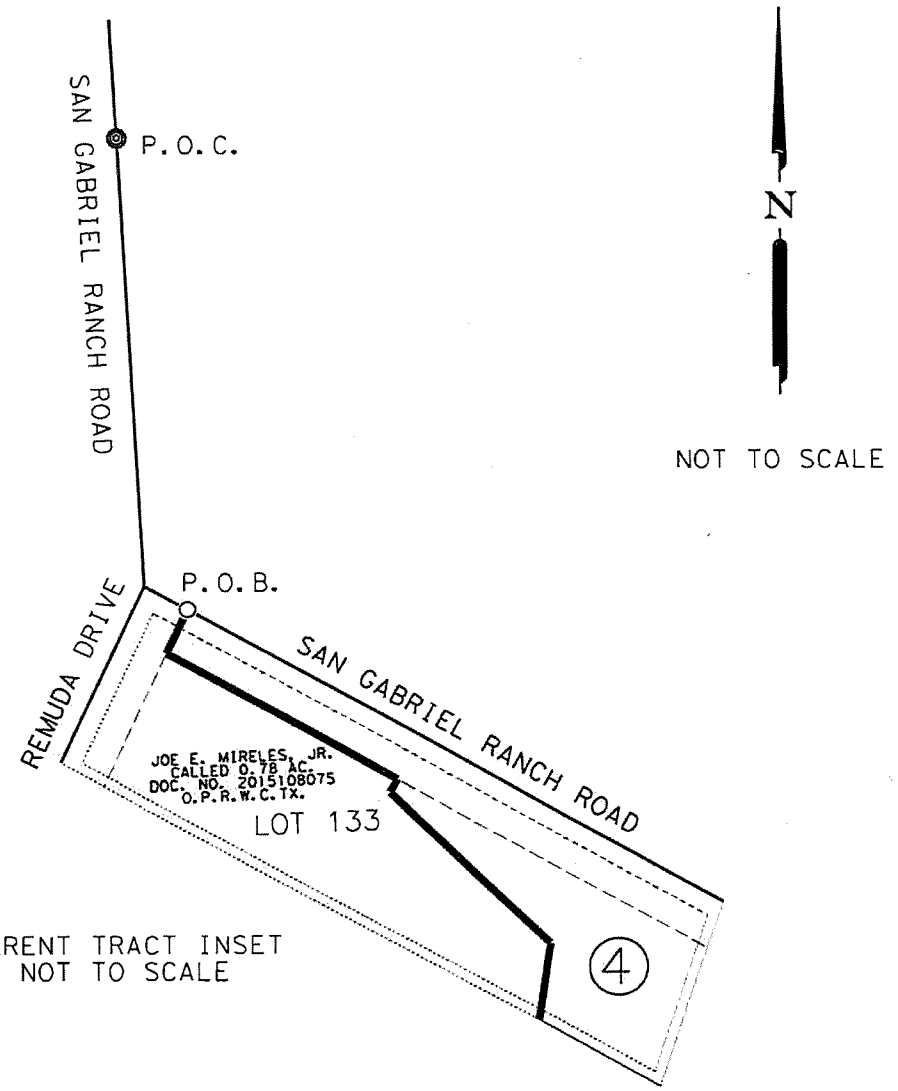


SURVEYING AND MAPPING, LLC.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

William R. Herring
Registered Professional Land Surveyor
No. 6355-State of Texas

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
◉	COTTON SPINDLE FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
---|---	DISTANCE NOT TO SCALE
------1------	DEED LINE (COMMON OWNERSHIP)



REF. FIELD NOTE NO. 33837

NOTES:

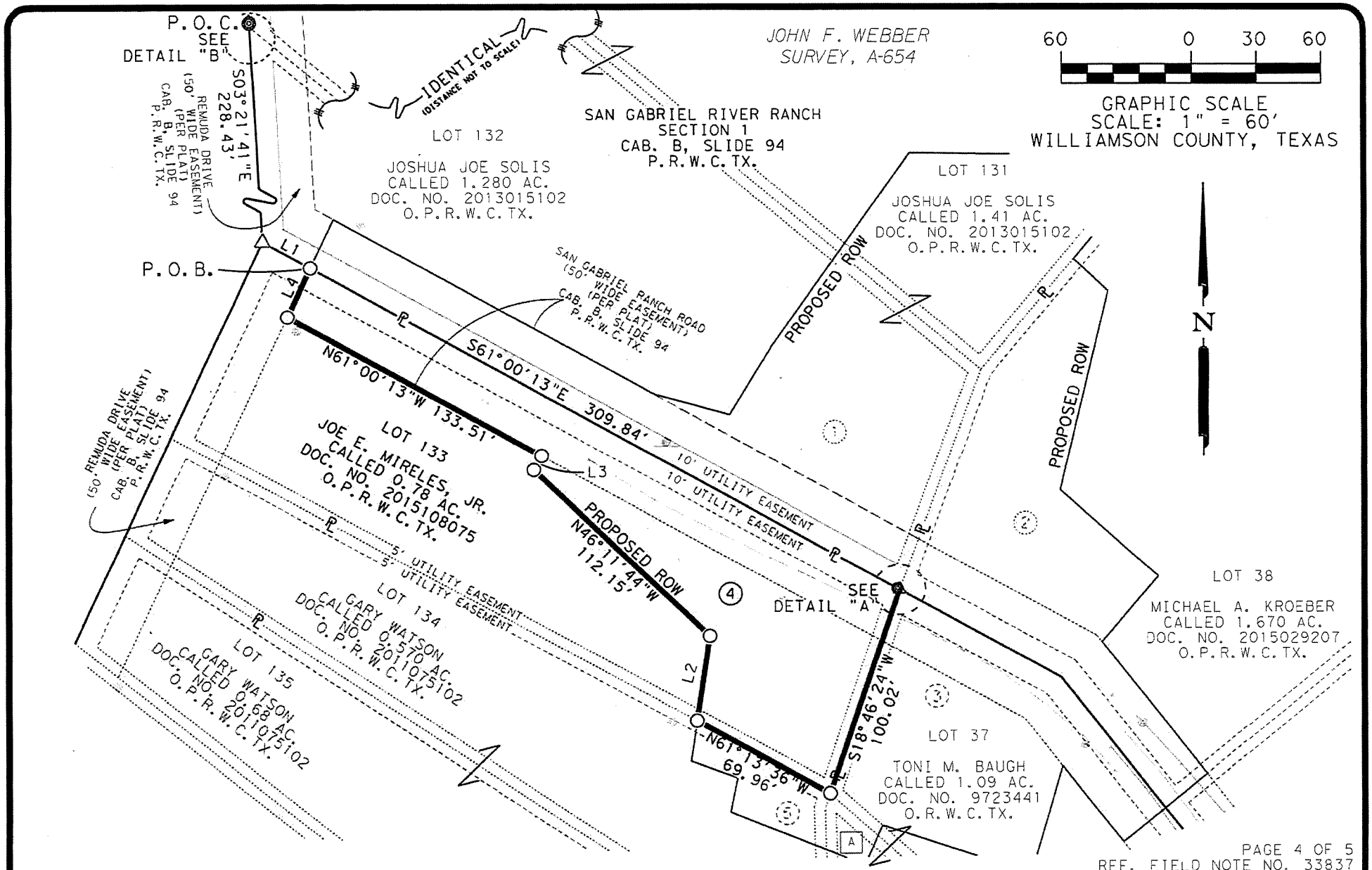
1. ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83(2011) (EPOCH 2010)/NAVD88(GEOID03). ALL COORDINATES SHOWN HEREIN ARE ADJUSTED TO SURFACE BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.99985472. UNITS: U.S. SURVEY FEET
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

FILE:J:\1016037466\100\Survey\02Base\V8i\Parcels\SGRR_Parcel 4_01_R1.dgn

EXISTING	0.780 AC.	ACQUIRE	0.358 AC.	REMAINING	0.422 AC. RIGHT

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JOE E. MIRELES, JR.
PARCEL 4
0.358 AC. (15,576 SQ. FT.)



REF. FIELD NOTE NO. 33837

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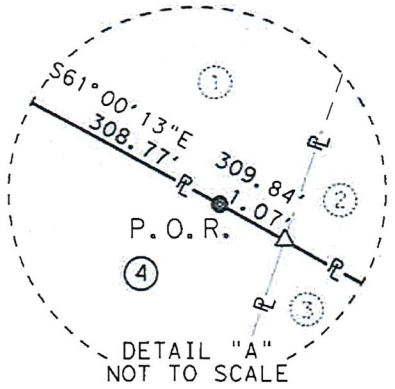
EXISTING	0.780 AC.	ACQUIRE	0.358 AC.	REMAINING	0.422 AC. RIGHT

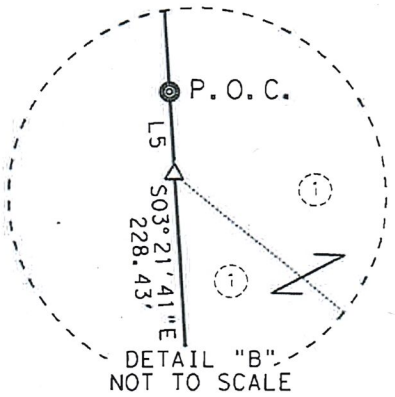
SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JOE E. MIRELES, JR.
PARCEL 4
0.358 AC. (15,576 SQ. FT.)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S61°00'13"E	25.06'
L2	N08°34'56"E	40.05'
L3	N28°59'47"E	7.50'
L4	N25°02'24"E	25.06'
L5	S03°21'41"E	0.89'





A

LOT 36
TONI M. BAUGH
CALLED 1.09 AC.
DOC. NO. 9723441
O.R.W.C.TX.

STATE OF TEXAS
REGISTERED
WILLIAM R. HERRING
6355
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WILLIAM R. HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

8/14/2013
DATE

REF. FIELD NOTE NO. 33837
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EXISTING	0.780 AC.	ACQUIRE	0.358 AC.	REMAINING	0.422 AC. RIGHT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JOE E. MIRELES, JR.
PARCEL 4
0.358 AC. (15,576 SQ. FT.)

TEMPORARY WORKSPACE AND STAGING EASEMENT

San Gabriel Ranch Road Dam and Channel Improvements

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON § **KNOW ALL MEN BY THESE PRESENTS:**

That JOE E. MIRELES, JR. referred to as "Grantor", in consideration of $4,336.00 and other good and valuable consideration paid by WILLIAMSON COUNTY, TEXAS, ("County") does hereby grant to County, its agents, contractors, successors and assigns, hereinafter referred to as "GRANTEE", a temporary workspace and staging easement for the purpose of additional workspace and storage of material and equipment to allow construction of roadway and/or bridge improvements, opening, constructing and maintaining a trapezoidal channel, bank stabilization, erosion control, in-stream vegetative habitat creation and installation of cobbles and other necessary or related material and cross vane drop structures and related appurtenance construction, all to be located within adjacent easements or right of way owned or possessed by GRANTEE ("Project"), in, along, upon and across the property ("Property") located in the County of Williamson, State of Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for any and all purposes.

For the consideration above recited and the mutual covenants and conditions herein contained the parties further agree as follows:

Following completion of work within the temporary workspace and staging easement area described in Exhibit "A", if GRANTEE has removed or damaged improvements, herbage, or landscaping within said easement area or otherwise on Grantor's property, GRANTEE shall at its expense restore properties injured by GRANTEE's activities as closely as commercially possible to substantially the same condition as existed previous to GRANTEE's entry upon the particular property, taking into account the proposed modifications as described herein.

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.

This Easement and License shall be in full force and effect at all times during the accomplishment and completion of the construction Project activities described above. Said Easement shall terminate and all use rights within land area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the expiration of twenty-four (24) months from the date of first entry upon the property described in Exhibit "A" for the purposes set out herein, or on the date of completion of construction of the bridge, roadway and channel facility Project activities described above, whichever occurs first. Grantee shall only remove any hardwood trees larger than 6 (six) inches in diameter from the temporary workspace and staging areas if approved and determined by the County Engineer in advance to be necessary and required for reasonable access to the Property to carry out the purposes identified herein.

GRANTEE shall be allowed to extend the duration of the Temporary Workspace and Staging Easement identified herein for up to twelve (12) additional thirty (30) day periods upon: (1) notification to Grantor in writing of the requested extension period, and (2) tendering the additional sum of $188.00 for each additional extension period used.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 11th day of December, 2017.

GRANTOR:

By: _____
Joe E. Mireles Jr.

Acknowledgement

State of Texas
County of Williamson

This instrument was acknowledged before me on December 11, 2017 by Joe E. Mireles, Jr., in the capacity and for the purposes and consideration recited herein.

LISA DWORACZYK
Notary Public, State of Texas
My Commission Expires
September 29, 2018

_____
Notary Public—State of Texas

AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis, County Judge

Acknowledgement

State of Texas
County of Williamson

This instrument was acknowledged before me on _____ by Dan A. Gattis, in the capacity and for the purposes and consideration recited herein.

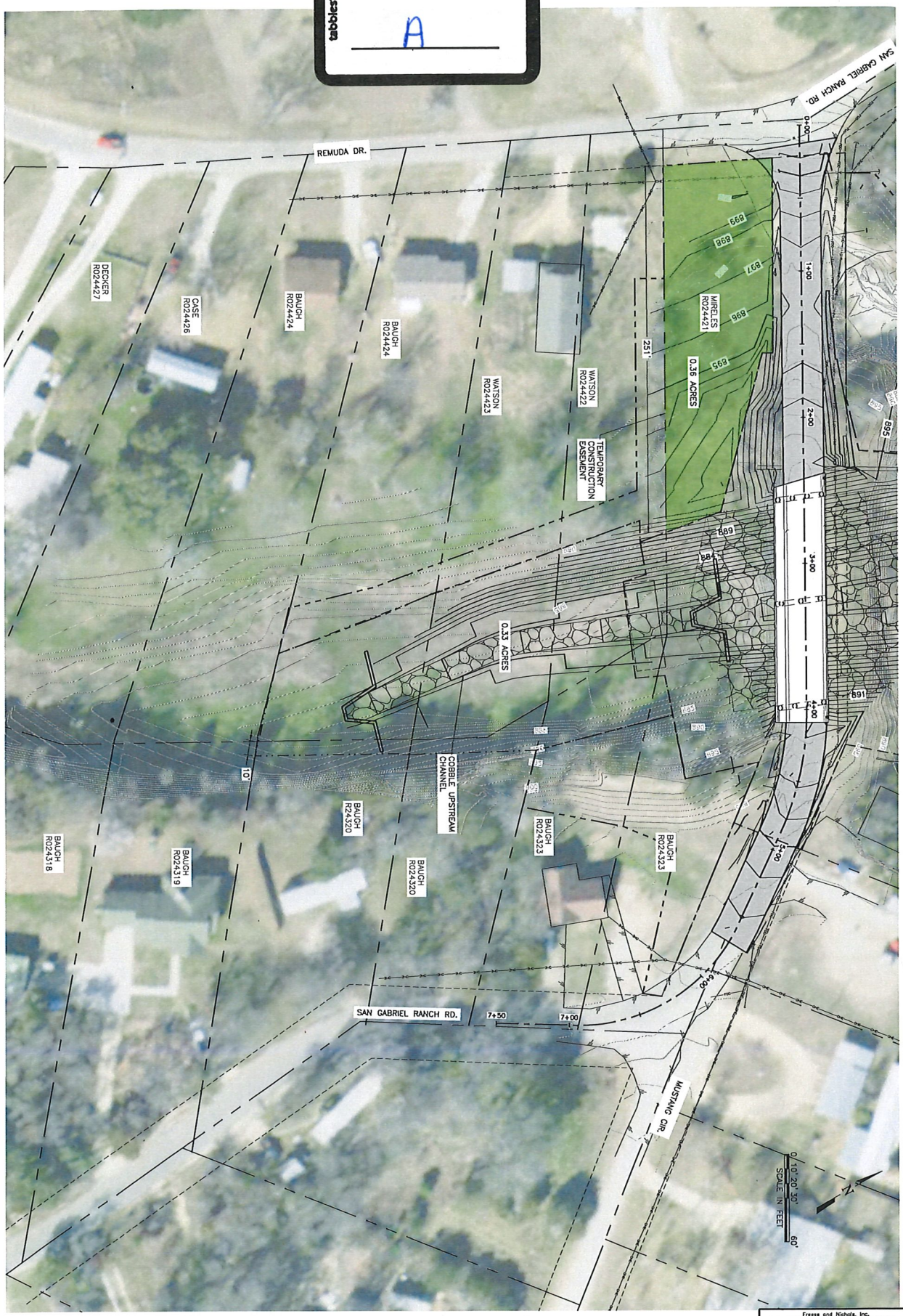
_____
Notary Public—State of Texas

After recording return to:

EXHIBIT

tabbies

A



Date: Aug 01, 2017 - 11:18am User: D2482 File: N:\WRD\Drawings\FIGURES\FIGURE_ROW_July-TempConstruction.dwg

NO.	ISSUE	BY	DATE

SHEET 1 SEQ.

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale. 0 1"

FAN JOB NO. WC16278
DATE 5/15/17
DESIGNED SV
DRAWN MDB
REVISED AO
CHECKED BDM
FILE NAME FIGURE_ROW_July-TempConstruction.dwg

WILLIAMSON COUNTY, TEXAS

SAN GABRIEL RANCH ROAD DAM REMOVAL

MIRELES TEMPORARY CONSTRUCTION EASEMENT

FREESE NICHOLS
10431 Morado Circle, Suite 300
Austin, Texas 78759
Phone – (512) 617-3100
Fax – (512) 617-3101

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF DUSTIN G. MORTENSEN P.E. TEXAS NO.102000 ON DATE: 7/27/2017 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

Commissioners Court - Regular Session **35.**

Meeting Date: 12/19/2017

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 and trail easement with Krause Holdings L.P. for the Brushy Creek Trail Project. Parcel 5. Funding Source: Park Bonds P419

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Krause Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 11:46 AM
Form Started By: Charlie Crossfield		Started On: 12/14/2017 11:43 AM
Final Approval Date: 12/14/2017		

REAL ESTATE CONTRACT
BRUSHY CREEK TRAIL EASEMENT

This Real Estate Contract ("Contract") is entered into between Krause Holdings, L.P., a Texas limited partnership ("Seller"), and 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 0.431 acres located in Williamson County, Texas, and being more particularly described by metes and bounds and accompanying sketch 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".

1.03 Seller's obligation to perform under this Contract shall be contingent upon approval (or at least an objective manifestation that Seller's act under this Contract are not an event of default) by Seller's mortgage holder.

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 FOURTY-EIGHT THOUSAND TWO HUNDRED FIFTY and NO/100 DOLLARS ($48,250.00) ("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 Capital Title of Texas, 800 S. Austin Avenue, Suite E, Georgetown, Texas 78626 ("Title Company"), on or before December 31, 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 Williamson County commissioners court, which date is indicated beneath the County Judge'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:

KRAUSE HOLDINGS, LP
a Texas limited partnership

By:_____
J. Winston Krause
Its: General Partner

Date: December 14, 2017

Address: 504 West 13th Street
Austin, Texas 78701

BUYER:

WILLIAMSON COUNTY, TEXAS

BY:_____
Dan A. Gattis, County Judge

Date:_____

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

PAPE-DAWSON ENGINEERS

FIELD NOTES

FOR

A 0.431 ACRE, OR 18,761 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 1, BLOCK 1 OF THE TOWN AND COUNTRY SQUARE SUBDIVISION RECORDED IN CABINET F, SLIDE 290 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO KRAUSE HOLDINGS, LP IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2015041489 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS. SAID 0.431 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 1 of the Will Galler Subdivision recorded in Cabinet L, Slide 326 of the Plat Records of Williamson County, Texas, same being the southwest corner of said Lot 1, Block 1 of the Town and Country Square Subdivision;

THENCE N 01°29'33" W, with the east line of said Lot 1 of the Will Galler Subdivision, same being the west line of said Lot 1, Block 1 of the Town and Country Square Subdivision, a distance of **219.69 feet** to a ½" iron with a yellow cap marked "Pape-Dawson" set, the **POINT OF BEGINNING** of the herein described tract;

THENCE N 01°29'33" W, continuing with the east line of said Lot 1 of the Will Galler Subdivision, same being the west line of said Lot 1, Block 1 of the Town and Country Square Subdivision, a distance of **92.66 feet** to a ½" iron with a yellow cap marked "Pape-Dawson" set, on the south line of Lot 10, Block A of the Ledbetter Oaks Subdivision recorded in Document No. 2009008418 of the Official Public Records of Williamson County, Texas, same being the centerline of Brushy Creek, the northeast corner of said Lot 1 of the Will Galler Subdivision, same being the northwest corner of said Lot 1, Block 1 of the Town and Country Square Subdivision;

THENCE S 74°23'44" E, with the south line of said Ledbetter Oaks Subdivision, same being the north line of said Lot 1, Block 1 of the Town and Country Square Subdivision, same being the centerline of said Brushy Creek, a distance of **267.16 feet** to a ½" iron with a yellow cap marked "Pape-Dawson" set, the northeast corner of Lot, Block 1 of said Town and Country Square Subdivision, same being the northeast corner of said Lot 1, Block 1 of the Town and Country Subdivision;

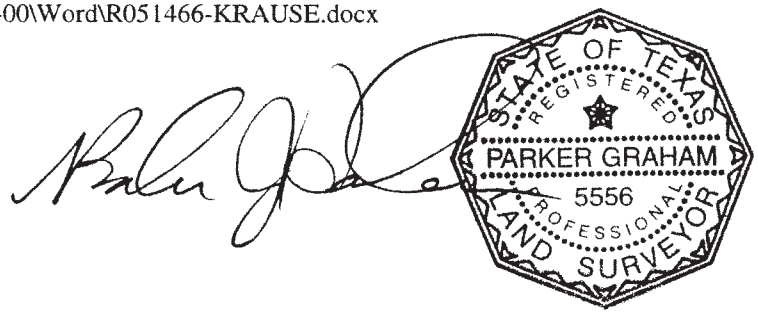
THENCE S 02°23'35" E, departing the centerline of said Brushy Creek, with the west line of said Lot 2, Block 1, same being the east line of said Lot 1, Block 1 of the Town and Country Square Subdivision, a distance of **52.20 feet** to a ½" iron with a yellow cap marked "Pape-Dawson" set, from which a ½" iron rod found, on the north right-of-way line of the aforementioned R.M. 620, the southwest corner of said Lot 2, Block 1, same being the southeast corner of said Lot 1, Block 1 of the Town and Country Square Subdivision bears S 02°23'35" E, a distance of 177.69 feet;

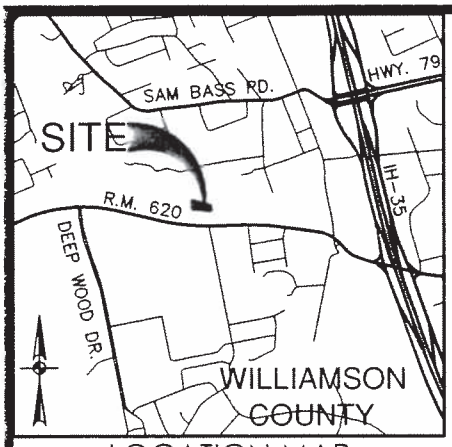
THENCE departing the west line of said Lot 2, Block 1, through the interior of said Lot 1, Block 1 of the Town and Country Square Subdivision, the following two (2) courses and distances:

1. **N 83°30'42" W**, a distance of **243.55 feet** to a ½" iron with a yellow cap marked "Pape-Dawson" set, and

2. **N 75°35'57" W**, a distance of **15.58 feet** to the **POINT OF BEGINNING** and containing 0.431 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\R051466-KRAUSE.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.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S02°23'35"E	52.20'
L2	N75°35'57"W	15.58'

1 inch = 60'

60' 0' 30' 60'

LEDBETTER OAKS SUBDIVISION
DOC. #2009008418 (O.P.R.)

LOT 10 LOT 11 LOT 12 BLOCK A

S74°23'44"E 267.16'

N01°29'33"W 92.66'

P.O.B.

APPROXIMATE CENTERLINE OF BRUSHY CREEK

30' SANITARY SEWER EASEMENT (AS DEPICTED ON THE TOWN AND COUNTRY SQUARE SUBDIVISION)

L1

L2

N83°30'42"W 243.55'

WILL GALLER SUBDIVISION LOT 1 CABINET L, SLIDE 326 (P.R.)

0.431 OF AN ACRE

(18,761 SQUARE FEET MORE OR LESS)

LOT 2

OWNER: KRAUSE HOLDINGS, LP
DOC. #2015041489 (O.P.R.)

LOT 1

N01°29'33"W ~ 219.69'

S02°23'35"E ~ 177.69'

TOWN AND COUNTRY SQUARE
CABINET F, SLIDE 290 (P.R.)

BLOCK 1

J.M. HARRELL SURVEY
ABSTRACT NO. 284

STATE OF TEXAS
REGISTERED
PARKER GRAHAM
5556
PROFESSIONAL
LAND SURVEYOR

FD. ½" I.R.

FD. ½" I.R.
P.O.C.

R.M. 620
(R.O.W. VARIES)

EXHIBIT OF

A 0.431 ACRE, OR 18,761 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 1, BLOCK 1 OF THE TOWN AND COUNTRY SQUARE SUBDIVISION RECORDED IN CABINET F, SLIDE 290 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO KRAUSE HOLDINGS, LP IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2015041489 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS

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

SHEET 1 OF 1

MAY 26, 2017 JOB No.: 50867-00

Date: May 26, 2017, 1:49pm User ID: dherrera
File: H:\survey\CIVIL\50867-00\Exhibits\R051466-KRAUSE.dwg

TRAIL EASEMENT

THE STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

That KRAUSE HOLDINGS, L.P., a Texas limited partnership 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 0.431 acre tract of land in the J.M. Harrell Survey, Abstract No. 284, 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 Grantee 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 _____ day of _____, 2017.

(Signatures on the following page)

GRANTOR:

KRAUSE HOLDINGS, LP
A Texas limited partnership
By:_____
Its:_____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of the month of _____, 2017, by _____ 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

PAPE-DAWSON ENGINEERS

Exhibit A

FIELD NOTES

FOR

A 0.431 ACRE, OR 18,761 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 1, BLOCK 1 OF THE TOWN AND COUNTRY SQUARE SUBDIVISION RECORDED IN CABINET F, SLIDE 290 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO KRAUSE HOLDINGS, LP IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2015041489 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS. SAID 0.431 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 1 of the Will Galler Subdivision recorded in Cabinet L, Slide 326 of the Plat Records of Williamson County, Texas, same being the southwest corner of said Lot 1, Block 1 of the Town and Country Square Subdivision;

THENCE N 01°29'33" W, with the east line of said Lot 1 of the Will Galler Subdivision, same being the west line of said Lot 1, Block 1 of the Town and Country Square Subdivision, a distance of **219.69 feet** to a ½" iron with a yellow cap marked "Pape-Dawson" set, the **POINT OF BEGINNING** of the herein described tract;

THENCE N 01°29'33" W, continuing with the east line of said Lot 1 of the Will Galler Subdivision, same being the west line of said Lot 1, Block 1 of the Town and Country Square Subdivision, a distance of **92.66 feet** to a ½" iron with a yellow cap marked "Pape-Dawson" set, on the south line of Lot 10, Block A of the Ledbetter Oaks Subdivision recorded in Document No. 2009008418 of the Official Public Records of Williamson County, Texas, same being the centerline of Brushy Creek, the northeast corner of said Lot 1 of the Will Galler Subdivision, same being the northwest corner of said Lot 1, Block 1 of the Town and Country Square Subdivision;

THENCE S 74°23'44" E, with the south line of said Ledbetter Oaks Subdivision, same being the north line of said Lot 1, Block 1 of the Town and Country Square Subdivision, same being the centerline of said Brushy Creek, a distance of **267.16 feet** to a ½" iron with a yellow cap marked "Pape-Dawson" set, the northeast corner of Lot, Block 1 of said Town and Country Square Subdivision, same being the northeast corner of said Lot 1, Block 1 of the Town and Country Subdivision;

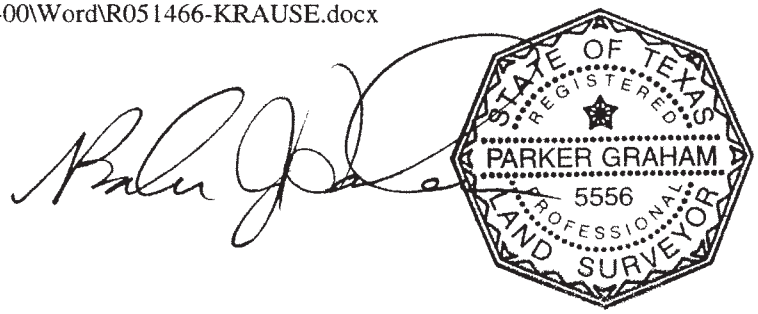
THENCE S 02°23'35" E, departing the centerline of said Brushy Creek, with the west line of said Lot 2, Block 1, same being the east line of said Lot 1, Block 1 of the Town and Country Square Subdivision, a distance of **52.20 feet** to a ½" iron with a yellow cap marked "Pape-Dawson" set, from which a ½" iron rod found, on the north right-of-way line of the aforementioned R.M. 620, the southwest corner of said Lot 2, Block 1, same being the southeast corner of said Lot 1, Block 1 of the Town and Country Square Subdivision bears S 02°23'35" E, a distance of 177.69 feet;

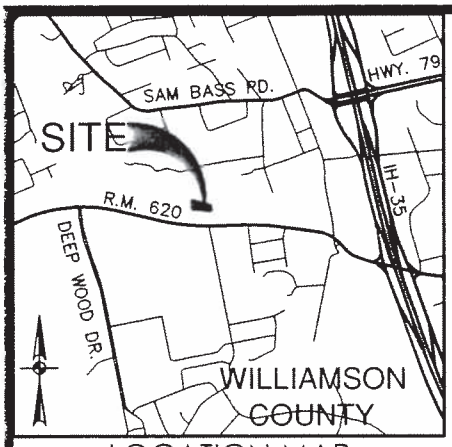
THENCE departing the west line of said Lot 2, Block 1, through the interior of said Lot 1, Block 1 of the Town and Country Square Subdivision, the following two (2) courses and distances:

1. **N 83°30'42" W**, a distance of **243.55 feet** to a ½" iron with a yellow cap marked "Pape-Dawson" set, and

2. **N 75°35'57" W**, a distance of **15.58 feet** to the **POINT OF BEGINNING** and containing 0.431 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\R051466-KRAUSE.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.
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LINE TABLE		
LINE	BEARING	LENGTH
L1	S02°23'35"E	52.20'
L2	N75°35'57"W	15.58'

1 inch = 60'

60' 0' 30' 60'

LEDBETTER OAKS SUBDIVISION
DOC. #2009008418 (O.P.R.)

LOT 10 LOT 11 LOT 12 BLOCK A

S74°23'44"E 267.16'

N01°29'33"W 92.66'

P.O.B.

APPROXIMATE CENTERLINE OF BRUSHY CREEK

30' SANITARY SEWER EASEMENT (AS DEPICTED ON THE TOWN AND COUNTRY SQUARE SUBDIVISION)

L1

L2

N83°30'42"W 243.55'

WILL GALLER SUBDIVISION LOT 1 CABINET L, SLIDE 326 (P.R.)

0.431 OF AN ACRE

(18,761 SQUARE FEET MORE OR LESS)

LOT 2

OWNER: KRAUSE HOLDINGS, LP
DOC. #2015041489 (O.P.R.)

LOT 1

N01°29'33"W ~ 219.69'

S02°23'35"E ~ 177.69'

TOWN AND COUNTRY SQUARE
CABINET F, SLIDE 290 (P.R.)

BLOCK 1

J.M. HARRELL SURVEY
ABSTRACT NO. 284

STATE OF TEXAS
REGISTERED
PARKER GRAHAM
5556
PROFESSIONAL
LAND SURVEYOR

FD. ½" I.R.

FD. ½" I.R.
P.O.C.

R.M. 620
(R.O.W. VARIES)

EXHIBIT OF

A 0.431 ACRE, OR 18,761 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 1, BLOCK 1 OF THE TOWN AND COUNTRY SQUARE SUBDIVISION RECORDED IN CABINET F, SLIDE 290 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO KRAUSE HOLDINGS, LP IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2015041489 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS

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

SHEET 1 OF 1

MAY 26, 2017 JOB No.: 50867-00

Date: May 26, 2017, 1:49pm User ID: dherrera
File: H:\survey\CIVIL\50867-00\Exhibits\R051466-KRAUSE.dwg

Commissioners Court - Regular Session **36.**

Meeting Date: 12/19/2017

Drainage Easements for Parkside at Mayfield Ranch Municipal Utility District

Submitted For: Randy Bell **Submitted By:** Randy Bell, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on two Drainage Easements conveying 2,197 square feet and 0.122 acres of land from Williamson County to Parkside at Mayfield Ranch Municipal Utility District, and on consent to terms of a related Construction Agreement between Brushy Creek Municipal Utility District and Parkside at Mayfield Ranch Municipal Utility District.

Background

Easements will be used to further address inundation and conveyance of storm waters and flood waters in Southwest Williamson County Regional Park.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Drainage Easement Section 8 Outfall

Drainage Easement Parkside Section 8

Agreement Relating to Construction of Improvements Within Easement

---

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/13/2017 03:52 PM
County Judge Exec Asst.	Wendy Coco	12/14/2017 08:25 AM
Form Started By: Randy Bell		Started On: 12/13/2017 01:47 PM
Final Approval Date: 12/14/2017		

After Recording, Please Return To:

Parkside at Mayfield Ranch Municipal Utility District
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Ste. 1300
Austin, Texas 78701

DRAINAGE EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THAT COUNTY OF WILLIAMSON, TEXAS, a political subdivision of the State of Texas, ("*Grantor*"), for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration to Grantor, in hand paid, the receipt and sufficiency of which are hereby acknowledged, and for which no lien, expressed or implied, is retained, has this date **GRANTED, SOLD,** and **CONVEYED** and, by these presents, does hereby **GRANT, SELL,** and **CONVEY** unto **PARKSIDE AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas ("*Grantee*"), whose address is c/o Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas, 78701, a permanent easement (the "*Easement*") in, upon, over, under, and across the following real property:

> That 2,197 square foot tract of land, in the Anastasha Carr Survey, Abstract No. 122, in Williamson County, Texas, which is fully described and shown on **Exhibit "A"**, attached hereto and made a part hereof for all purposes ("*Easement Tract*").

TO HAVE AND TO HOLD the Easement, together with the right and privilege at any and all times to enter the Easement Tract or any part thereof, unto Grantee and its successors and assigns forever, for the purposes set forth herein. Grantor, on behalf of itself and its successors and assigns, does hereby covenant and agree to **WARRANT** and **FOREVER DEFEND** title to the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the terms and provisions hereof and all matters of record to the extent the same are valid, subsisting, and affect the Easement Tract.

The Easement may be used for the purpose of the inundation and conveyance of storm waters and flood waters, and the construction, installation, operation, repair, inspection, maintenance, relocation, removal, upgrade, and replacement of drainage improvements and related facilities, utilities, appurtenances, including, without limitation, drainage channels, piping, culverts, outfall, and headwall improvements (collectively, "*Drainage Facilities*"), and making connections thereto, and for maintaining the Easement Tract by clearing and removing vegetation and debris. Grantee will use reasonable efforts to design and maintain the Drainage Facilities so as to mitigate erosion within the Easement Tract and will be responsible for repairing any erosion damage to the Easement Tract caused by the Drainage Facilities for two years after completion of construction of the initial Drainage Facilities.

The Easement will be non-exclusive; however, Grantor will not use the Easement Tract in any manner or grant any easement on or across the Easement Tract that interferes or is inconsistent with or prevents the use of the Easement as contemplated herein.

This Easement and the rights of Grantee hereunder may be assigned by Grantee in whole or in part, exclusively or non-exclusively, so long as the assignee utilizes the Easement solely as

contemplated herein. Any assignment of this Easement and the rights of Grantee hereunder will also include an express assumption by any assignee of the obligations set forth herein, and any such assignment and assumption will release assignor of its rights and obligations hereunder to the extent assumed.

Should Grantee or Grantee's agents, in the exercise of Grantee's rights hereunder, ever damage Grantor's property, whether it be real or personal property that is located within the Easement Tract or within areas adjacent to the Easement Tract, Grantee shall be liable for such damage and Grantee shall be obligated to promptly repair the damaged property as close as reasonably practicable to its prior condition.

Grantee agrees that no hardwood trees, within the Easement Tract or on the areas adjoining the Easement Tract, having trunks that are two (2) inches in diameter or larger, measured two (2) feet above the ground, shall be cut, damaged or otherwise disturbed without Grantor's prior written permission; however, cedar trees, brush, sprouts and small saplings may be cut, it being provided that all such cut brush, sprouts and small saplings shall also be removed from Grantor's property. In the event that Grantee or Grantee's agents and/or contractors cut, damage or otherwise disturb a hardwood tree having a trunk that is two (2) inches in diameter or larger, measured two (2) feet above the ground, Grantee shall be obligated and liable to Grantor for the repair and/or replacement value of each such damaged hardwood tree.

* * *

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed to be effective as of _____, 2017.

GRANTOR:

COUNTY OF WILLIAMSON, TEXAS, a political subdivision of the State of Texas

By:_____
Dan A. Gattis, Williamson County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2017 by Dan A. Gattis, County Judge of the County of Williamson, Texas, a political subdivision of the State of Texas, on behalf of said county.

_____
(Seal) Notary Public Signature

Grantee hereby accepts this Easement subject to the terms and conditions hereof.

GRANTEE:

PARKSIDE AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT, a political subdivision of the State of Texas

By: _____
Dan Ryan, President
Board of Directors

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on December 13, 2017, by Dan Ryan, President of the Board of Directors of Parkside at Mayfield Ranch Municipal Utility District, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
Notary Public Signature

(Seal)

SUE BROOKS LITTLEFIELD
NOTARY PUBLIC
ID# 543332-8
State of Texas
Comm. Exp. 05-24-2018

EXHIBIT "A"
EASEMENT TRACT

LEGAL DESCRIPTION

BEING a 2197 square foot tract of land situated in the Anastasha Carr Survey, Abstract No. 122 in Williamson County, Texas; same being a portion of a called 558.26 acre tract of land described in the Deed Without Warranty to Williamson County recorded in Document No. 2006065107 of the Official Public Records of Williamson County, Texas; said 2197 square foot tract of land being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, Central Zone:

COMMENCING at a 1/2" iron rod found for the westerly corner of Lot 58 of the WHITETAIL SUBDIVISION, a subdivision recorded in Cabinet C, Slide 117 of the Plat Records of Williamson County, Texas and being an angle point in the easterly line of Lot 48A, Block B of PARKSIDE AT MAYFIELD RANCH SECTION 8, a subdivision recorded in Document No. 2015085072 of the Official Public Records of Williamson County, Texas.

THENCE with the common line of said Lot 58 and said 48A, South 24°14'38" East a distance of 345.43 feet to the easterly corner of said Lot 48A and the southerly corner of said Lot 58 being an angle point in the northerly line of said 558.26 acre tract of land, from which a 1/2" iron rod with cap stamped "RJ SURVEYING" found bears South 69°20'32" West a distance of 52.61 feet;

THENCE over and across said 558.26 acre tract of land South 20°40'24" East a distance of 41.05 feet to the POINT OF BEGINNING;

THENCE continuing over and across said 558.26 the following courses and distances:

South 69°15'47" East a distance of 30.95 feet to the point of curvature of a curve to the right;

Southeasterly with said curve to the right having a radius of 340.00 feet and a delta angle of 13°42'47", an arc distance of 81.38 feet (the chord of said curve bears South 62°24'23" East a distance of 81.18 feet);

South 37°04'52" West a distance of 25.25 feet;

North 57°09'41" West a distance of 94.00 feet;

North 20°40'24" West a distance of 18.95 feet to the POINT OF BEGINNING and CONTAINING an area of 2197 square feet of land.

Gary C. Bowes
Registered Professional Land Surveyor No. 4053

11/20/2017
Date

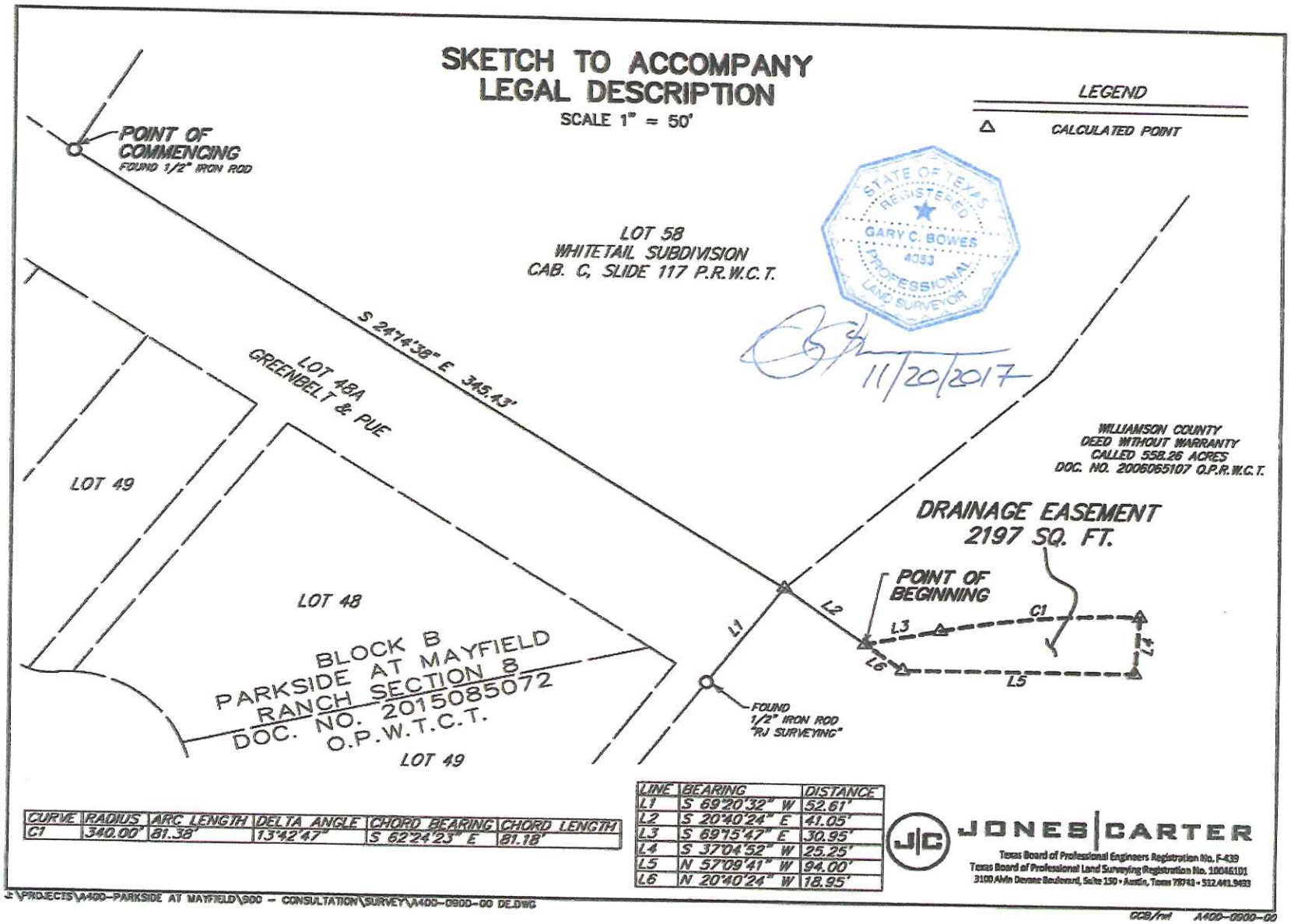
J:\Projects\A400-Parkside at Mayfield\900 - Consultation\Survey

{W0762136.1}

A-2

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SCALE 1" = 50'



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	340.00'	81.38'	13°42'47"	S 62°24'23" E	81.18'

LINE	BEARING	DISTANCE
L1	S 69°20'32" W	52.61'
L2	S 20°40'24" E	41.05'
L3	S 69°15'47" E	30.95'
L4	S 37°04'52" W	25.25'
L5	N 57°09'41" W	94.00'
L6	N 20°40'24" W	18.95'

JONES|CARTER

Texas Board of Professional Engineers Registration No. F-439
Texas Board of Professional Land Surveying Registration No. 10046101
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

J:\PROJECTS\A400-PARKSIDE AT MAYFIELD\900 - CONSULTATION\SURVEY\A400-0900-00 DE.DWG

GCB/mf A400-0900-00

After Recording, Please Return To:

Parkside at Mayfield Ranch Municipal Utility District
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Ste. 1300
Austin, Texas 78701

DRAINAGE EASEMENT

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	

THAT COUNTY OF WILLIAMSON, TEXAS, a political subdivision of the State of Texas, ("*Grantor*"), for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration to Grantor, in hand paid, the receipt and sufficiency of which are hereby acknowledged, and for which no lien, expressed or implied, is retained, has this date **GRANTED, SOLD,** and **CONVEYED** and, by these presents, does hereby **GRANT, SELL,** and **CONVEY** unto **PARKSIDE AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas ("*Grantee*"), whose address is c/o Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas, 78701, a permanent easement (the "*Easement*") in, upon, over, under, and across the following real property:

> All that certain tract, piece, or parcel of land in Williamson County, Texas, which is fully described and shown on **Exhibit "A"**, attached hereto and made a part hereof for all purposes ("*Easement Tract*");

TO HAVE AND TO HOLD the Easement, together with the right and privilege at any and all times to enter the Easement Tract or any part thereof, unto Grantee and its successors and assigns forever, for the purposes set forth herein. Grantor, on behalf of itself and its successors and assigns, does hereby covenant and agree to **WARRANT** and **FOREVER DEFEND** title to the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the terms and provisions hereof and all matters of record to the extent the same are valid, subsisting, and affect the Easement Tract.

The Easement may be used for the purpose of the inundation and conveyance of storm waters and flood waters, and the construction, installation, operation, repair, inspection, maintenance, relocation, removal, upgrade, and replacement of drainage improvements and related facilities, utilities, appurtenances, including, without limitation, drainage channels, piping, culverts, outfall, and headwall improvements (collectively, "*Drainage Facilities*"), and making connections thereto, and for maintaining the Easement Tract by clearing and removing vegetation and debris. Grantee will use reasonable efforts to design and maintain the Drainage Facilities so as to mitigate erosion within the Easement Tract and will be responsible for repairing any erosion damage to the Easement Tract caused by the Drainage Facilities for two years after completion of construction of the initial Drainage Facilities.

The Easement will be non-exclusive; however, Grantor will not use the Easement Tract in any manner or grant any easement on or across the Easement Tract that interferes or is inconsistent with or prevents the use of the Easement as contemplated herein.

This Easement and the rights of Grantee hereunder may be assigned by Grantee in whole or in part, exclusively or non-exclusively, so long as the assignee utilizes the Easement solely as contemplated herein. Any assignment of this Easement and the rights of Grantee hereunder will

also include an express assumption by any assignee of the obligations set forth herein, and any such assignment and assumption will release assignor of its rights and obligations hereunder to the extent assumed.

Should Grantee or Grantee's agents, in the exercise of Grantee's rights hereunder, ever damage Grantor's property, whether it be real or personal property that is located within the Easement Tract or within areas adjacent to the Easement Tract, Grantee shall be liable for such damage and Grantee shall be obligated to promptly repair the damaged property as close as reasonably practicable to its prior condition.

Grantee agrees that no hardwood trees, within the Easement Tract or on the areas adjoining the Easement Tract, having trunks that are two (2) inches in diameter or larger, measured two (2) feet above the ground, shall be cut, damaged or otherwise disturbed without Grantor's prior written permission; however, cedar trees, brush, sprouts and small saplings may be cut, it being provided that all such cut brush, sprouts and small saplings shall also be removed from Grantor's property. In the event that Grantee or Grantee's agents and/or contractors cut, damage or otherwise disturb a hardwood tree having a trunk that is two (2) inches in diameter or larger, measured two (2) feet above the ground, Grantee shall be obligated and liable to Grantor for the repair and/or replacement value of each such damaged hardwood tree.

A portion of the Easement Tract is located within the Easement for Water Facilities granted to Brushy Creek Municipal Utility District ("*Brushy Creek MUD*") of record under Document No. 2006031264, Official Public Records of Williamson County, Texas, as amended (the "*Brushy Creek MUD Easement*"). Brushy Creek MUD has consented to this Easement and the installation and construction of the Drainage Facilities contemplated hereby, subject to the terms of the Agreement Relating to Construction of Improvements Within Easement attached as **Exhibit "B"** and incorporated herein by reference.

* * *

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed to be effective as of _____, 2017.

GRANTOR:

COUNTY OF WILLIAMSON, TEXAS, a political subdivision of the State of Texas

By:_____
Dan A. Gattis, Williamson County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2017 by Dan A. Gattis, County Judge of the County of Williamson, Texas, a political subdivision of the State of Texas, on behalf of said county.

(Seal)

_____
Notary Public Signature

Grantee hereby accepts this Easement subject to the terms and conditions hereof.

GRANTEE:

PARKSIDE AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT, a political subdivision of the State of Texas

By: _____
Dan Ryan, President
Board of Directors

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on December 12, 2017, by Dan Ryan, President of the Board of Directors of Parkside at Mayfield Ranch Municipal Utility District, a political subdivision of the State of Texas, on behalf of said political subdivision.

(Seal)

_____
Notary Public Signature

SUE BROOKS LITTLEFIELD
NOTARY PUBLIC
ID# 543332-8
State of Texas
Comm. Exp. 05-24-2018

EXHIBIT "A"
EASEMENT TRACT

LEGAL DESCRIPTION

BEING a 0.122 acre tract of land situated in the Anastasha Carr Survey, Abstract No. 122 in Williamson County, Texas; same being a portion of a called 558.26 acre tract of land described in the Deed Without Warranty to Williamson County recorded in Document No. 2006065107 of the Official Public Records of Williamson County, Texas; said 0.122 acre tract of land being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, Central Zone:

COMMENCING at a 1/2" iron rod found for the westerly corner of Lot 58 of the WHITETAIL SUBDIVISION, a subdivision recorded in Cabinet C, Slide 117 of the Plat Records of Williamson County, Texas and being an angle point in the easterly line of Lot 48A, Block B of PARKSIDE AT MAYFIELD RANCH SECTION 8, a subdivision recorded in Document No. 2015085072 of the Official Public Records of Williamson County, Texas.

THENCE with the common line of said Lot 58 and said 48A, South 24°14'38" East a distance of 345.43 feet to the easterly corner of said Lot 48A and the southerly corner of said Lot 58 being an angle point in the northerly line of said 558.26 acre tract of land and the POINT OF BEGINNING of the herein described tract, from which a 1/2" iron rod with cap stamped "RJ SURVEYING" found bears South 69°20'32" West a distance of 52.61 feet;

THENCE with the common line of said Lot 58 and said 558.26 acre tract of land, North 80°34'17" East a distance of 18.33 feet;

THENCE over and across said 558.26 acre tract of land the following courses and distances:

South 69°15'47" East a distance of 42.25 feet to the point of curvature of a curve to the right;

Southeasterly with said curve to the right having a radius of 380.00 feet and a delta angle of 13°59'25", an arc distance of 92.79 feet (the chord of said curve bears South 62°16'04" East a distance of 92.56 feet);

South 37°04'52" West a distance of 40.04 feet to the beginning of a non-tangent curve to the left;

Northwesterly with said non-tangent curve to the left having a radius of 340.00 feet and a delta angle of 13°42'47", an arc distance of 81.38 feet (the chord of said curve bears North 62°24'23" West a distance of 81.18 feet);

North 69°15'47" West a distance of 30.95 feet;

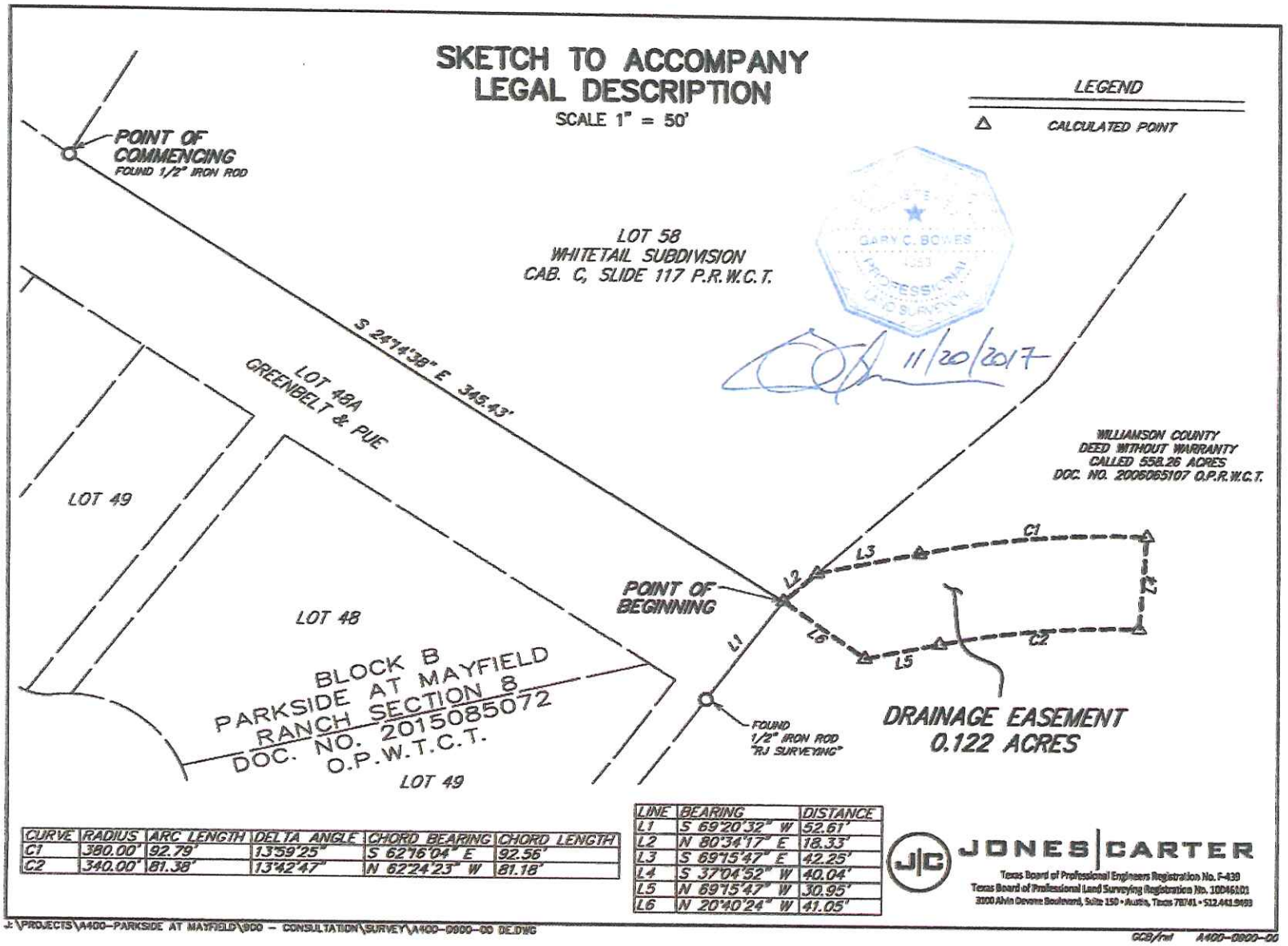
North 20°40'24" West a distance of 41.05 feet to the POINT OF BEGINNING and CONTAINING an area of 0.122 acres of land.

Gary C. Bowes
Registered Professional Land Surveyor No. 4053

11/20/2017
Date

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SCALE 1" = 50'



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	380.00'	92.79'	13°59'25"	S 62°16'04" E	92.56'
C2	340.00'	81.38'	13°42'47"	N 62°24'23" W	81.18'

LINE	BEARING	DISTANCE
L1	S 69°20'32" W	52.61'
L2	N 80°34'17" E	18.33'
L3	S 69°15'47" E	42.25'
L4	S 37°04'52" W	40.04'
L5	N 69°15'47" W	30.95'
L6	N 20°40'24" W	41.05'

JONES|CARTER

Texas Board of Professional Engineers Registration No. F-439
Texas Board of Professional Land Surveying Registration No. 10046101
3000 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

J:\PROJECTS\A400-PARKSIDE AT MAYFIELD\000 - CONSULTATION\SURVEY\A400-0000-00 DE.DWG

GCB/fml A400-0000-00

EXHIBIT "B"

AGREEMENT RELATING TO CONSTRUCTION OF IMPROVEMENTS WITHIN EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Agreement Relating to Construction of Improvements within Easement (this "*Agreement*") is made and entered into on the date set forth below, by and between **Brushy Creek Municipal Utility District**, a conservation and reclamation district of the State of Texas created and operating under the authority of Chapters 49 and 54, Texas Water Code ("*BCMUD*"), and **Parkside at Mayfield Ranch Municipal Utility District**, a conservation and reclamation district of the State of Texas created and operating under the authority of Chapters 49 and 54, Texas Water Code, whose address is c/o Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas, 78701 ("*PMRMUD*"). BCMUD and PMRMUD are individually referred to herein as a "*Party*" and collectively referred to herein as the "*Parties*."

RECITALS

A. Whereas, BCMUD is a holder of easement rights dedicated under that certain "Easement or Water Facilities" executed June 30, 2005 and recorded as Document No. 2006031264 of the Official Public Records of Williamson County, Texas (the "*BCMUD Easement*"), and BCMUD is a party for limited purposes to that certain "Water Line Easement" recorded as Document No. 2011049089 of the Official Public Records of Williamson County, Texas;

B. Whereas, PMRMUD is the holder of easement rights dedicated under that certain "Drainage Easement" recorded as Document No. 20150059442 of the Official Public Records of Williamson County, Texas (the "*PMRMUD Easement*");

C. Whereas, PMRMUD desires to install a concrete sidewalk, rock riprap and rock berm improvements, as more particularly described in **Exhibit "A"** attached hereto (collectively, the "*Erosion Control Improvements*") within the lands encumbered by the BCMUD Easement in order to mitigate potential erosion damage caused by stormwater flows from the PMRMUD drainage improvements located within the PMRMUD Easement; and

D. Whereas, the Parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which BCMUD consents to construction and operation of the Erosion Control Improvements within the BCMUD Easement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the receipt and sufficiency of which are hereby acknowledged, BCMUD and PMRMUD hereby agree as follows:

1. **Approval**. BCMUD hereby consents to the construction of the Erosion Control Improvements within the BCMUD Easement at the locations and in accordance with the specifications set forth in **Exhibit "A"** attached hereto.

2. **Damage to BCMUD Facilities**. PMRMUD agrees that it shall be responsible for all costs of repair of any damage caused to BCMUD's waterline improvements located within the BCMUD Easement arising out of, or in connection with, construction, operation, maintenance, repair or replacement of the Erosion Control Improvements. In the event of any such damage, BCMUD shall provide a written invoice for all such costs and expenses, and PMRMUD shall provide payment in the full amount of the invoiced sum within 30 days after receipt of the invoice. BCMUD agrees that the invoice will include a description in reasonable detail to allow PMRMUD to confirm that the damage was caused by the construction, operation, maintenance, repair or replacement of the Erosion Control Improvements and to verify all costs and expenses incurred by BCMUD.

3. **Future Improvements**. The consent of BCMUD set forth herein is limited to the construction of the Erosion Control Improvements more particularly described on **Exhibit "A"** attached hereto, and this Agreement does not authorize the construction of any additional improvements within the BCMUD Easement.

4. **Maintenance and Operation of Erosion Control Improvements**. PMRMUD assumes sole responsibility for operation and maintenance of the Erosion Control Improvements, and BCMUD shall have no responsibility therefor.

5. **BCMUD Easement Rights**. The BCMUD Easement shall remain in full force and effect and this Agreement is not intended to, and shall not be construed to, release or modify the BCMUD Easement or any portion thereof, or BCMUD's rights thereunder, in any manner. BCMUD retains the full right and authority to exercise its rights under the BCMUD Easement, including the right and authority to access, inspect, operate, repair, maintain, replace or construct waterline(s) within the BCMUD Easement.

6. **Future Damage to Erosion Control Improvements**. BCMUD will endeavor to exercise its rights under the BCMUD Easement so as to minimize any damage to the Erosion Control Improvements; provided, however, BCMUD shall not be required to incur any unnecessary or additional costs or expenses in connection therewith. In the event that it is necessary for BCMUD to exercise any rights under the BCMUD Easement in a manner that would damage the Erosion Control Improvements, and BCMUD damages or destroys all or any portion of the Erosion Control Improvements in connection therewith, BCMUD shall have absolutely no responsibility for any such damages and shall have no obligation to repair, restore or replace the Erosion Control Improvements, and PMRMUD agrees to be solely responsible for such repair, restoration or replacement.

7. **Recordation**. Upon execution hereof, this Agreement shall be recorded in the real property records of Williamson County, Texas.

8. **Miscellaneous**.

(a) The constitution and laws of the State of Texas and the decisions of its courts shall govern with respect to any question or controversy which may arise under this Agreement.

(b) A waiver by any party hereto of any default by another party hereunder shall not be deemed a waiver by such party of any default by other parties which may thereafter occur.

(c) This Agreement contains the entire agreement between the Parties, and may be amended only by express written agreement signed by the Parties.

(d) This Agreement is binding upon and inures to the benefit of the Parties hereto, and their respective successors and representatives. This Agreement may not be assigned by any party without the express written consent of the other Party.

After recordation, return to:

Brushy Creek Municipal Utility District
16318 Great Oaks Drive
Round Rock, Texas 78681

EXECUTED TO BE EFFECTIVE AS OF THE LAST DATE OF EXECUTION BY THE PARTIES BELOW.

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT:

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

ATTEST:

_____
Secretary

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, _____ of Brushy Creek Municipal Utility District, a conservation and reclamation district of the State of Texas, on behalf of said conservation and reclamation district.

_____
Notary Public, State of Texas

(SEAL)

PARKSIDE AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT:

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

ATTEST:

_____
Secretary

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, _____ of Parkside at Mayfield Ranch Municipal Utility District, a conservation and reclamation district of the State of Texas, on behalf of said conservation and reclamation district.

_____
Notary Public, State of Texas

(SEAL)

CONSENT OF WILLIAMSON COUNTY

By its execution below, Williamson County consents to the terms of the foregoing Agreement Regarding Construction of Improvements within Easement, and specifically agrees that Brushy Creek Municipal Utility District shall not be responsible for any damages to, nor for repair or replacement of, any Erosion Control Improvements installed within the BCMUD Easement that may arise out of or in connection with the exercise of easement rights by Brushy Creek Municipal Utility District.

WILLIAMSON COUNTY:

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

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2017, by _____, _____ of Williamson County, on behalf of said county.

(Seal)

_____
Notary Public Signature

Exhibit "A"

Description of Erosion Control Improvements

AGREEMENT RELATING TO CONSTRUCTION OF IMPROVEMENTS WITHIN EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Agreement Relating to Construction of Improvements within Easement (this "*Agreement*") is made and entered into on the date set forth below, by and between **Brushy Creek Municipal Utility District**, a conservation and reclamation district of the State of Texas created and operating under the authority of Chapters 49 and 54, Texas Water Code ("*BCMUD*"), and **Parkside at Mayfield Ranch Municipal Utility District**, a conservation and reclamation district of the State of Texas created and operating under the authority of Chapters 49 and 54, Texas Water Code, whose address is c/o Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas, 78701 ("*PMRMUD*"). BCMUD and PMRMUD are individually referred to herein as a "*Party*" and collectively referred to herein as the "*Parties*."

RECITALS

A. Whereas, BCMUD is a holder of easement rights dedicated under that certain "Easement or Water Facilities" executed June 30, 2005 and recorded as Document No. 2006031264 of the Official Public Records of Williamson County, Texas (the "*BCMUD Easement*"), and BCMUD is a party for limited purposes to that certain "Water Line Easement" recorded as Document No. 2011049089 of the Official Public Records of Williamson County, Texas;

B. Whereas, PMRMUD is the holder of easement rights dedicated under that certain "Drainage Easement" recorded as Document No. 2015059442 of the Official Public Records of Williamson County, Texas (the "*PMRMUD Easement*");

C. Whereas, PMRMUD desires to install an earthen diversion berm with level spreader, rock riprap and rock berm improvements, as more particularly described in **Exhibit "A"** attached hereto (collectively, the "*Erosion Control Improvements*") within the lands encumbered by the BCMUD Easement in order to mitigate potential erosion damage caused by stormwater flows from the PMRMUD drainage improvements located within the PMRMUD Easement; and

D. Whereas, the Parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which BCMUD consents to construction and operation of the Erosion Control Improvements within the BCMUD Easement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the receipt and sufficiency of which are hereby acknowledged, BCMUD and PMRMUD hereby agree as follows:

1. **Approval**. BCMUD hereby consents to the construction of the Erosion Control Improvements within the BCMUD Easement at the locations and in accordance with the specifications set forth in **Exhibit "A"** attached hereto.

2. **Damage to BCMUD Facilities**. PMRMUD agrees that it shall be responsible for all costs of repair of any damage caused to BCMUD's waterline improvements located within the BCMUD Easement arising out of, or in connection with, construction, operation, maintenance, repair or replacement of the Erosion Control Improvements. In the event of any such damage, BCMUD shall provide a written invoice for all such costs and expenses, and PMRMUD shall provide payment in the full amount of the invoiced sum within 30 days after receipt of the invoice. BCMUD agrees that the invoice will include a description in reasonable detail to allow PMRMUD to confirm that the damage was caused by the construction, operation, maintenance, repair or replacement of the Erosion Control Improvements and to verify all costs and expenses incurred by BCMUD.

3. **Future Improvements**. The consent of BCMUD set forth herein is limited to the construction of the Erosion Control Improvements more particularly described on **Exhibit "A"** attached hereto, and this Agreement does not authorize the construction of any additional improvements within the BCMUD Easement.

4. **Maintenance and Operation of Erosion Control Improvements**. PMRMUD assumes sole responsibility for operation and maintenance of the Erosion Control Improvements, and BCMUD shall have no responsibility therefor.

5. **BCMUD Easement Rights**. The BCMUD Easement shall remain in full force and effect and this Agreement is not intended to, and shall not be construed to, release or modify the BCMUD Easement or any portion thereof, or BCMUD's rights thereunder, in any manner. BCMUD retains the full right and authority to exercise its rights under the BCMUD Easement, including the right and authority to access, inspect, operate, repair, maintain, replace or construct waterline(s) within the BCMUD Easement.

6. **Future Damage to Erosion Control Improvements**. BCMUD will endeavor to exercise its rights under the BCMUD Easement so as to minimize any damage to the Erosion Control Improvements; provided, however, BCMUD shall not be required to incur any unnecessary or additional costs or expenses in connection therewith. In the event that it is necessary for BCMUD to exercise any rights under the BCMUD Easement in a manner that would damage the Erosion Control Improvements, and BCMUD damages or destroys all or any portion of the Erosion Control Improvements in connection therewith, BCMUD shall have absolutely no responsibility for any such damages and shall have no obligation to repair, restore or replace the Erosion Control Improvements, and PMRMUD agrees to be solely responsible for such repair, restoration or replacement.

7. **Recordation**. Upon execution hereof, this Agreement shall be recorded in the real property records of Williamson County, Texas.

8. **Miscellaneous**.

(a) The constitution and laws of the State of Texas and the decisions of its courts shall govern with respect to any question or controversy which may arise under this Agreement.

(b) A waiver by any party hereto of any default by another party hereunder shall not be deemed a waiver by such party of any default by other parties which may thereafter occur.

(c) This Agreement contains the entire agreement between the Parties, and may be amended only by express written agreement signed by the Parties.

(d) This Agreement is binding upon and inures to the benefit of the Parties hereto, and their respective successors and representatives. This Agreement may not be assigned by any party without the express written consent of the other Party.

After recordation, return to:

Brushy Creek Municipal Utility District
16318 Great Oaks Drive
Round Rock, Texas 78681

EXECUTED TO BE EFFECTIVE AS OF THE LAST DATE OF EXECUTION BY THE PARTIES BELOW.

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT:

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

ATTEST:

_____
Secretary

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, _____ of Brushy Creek Municipal Utility District, a conservation and reclamation district of the State of Texas, on behalf of said conservation and reclamation district.

_____
Notary Public, State of Texas

(SEAL)

PARKSIDE AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT:

By: _____
Name: Daniel Ryan
Title: President
Date: 12/12/17

ATTEST:

_____
Mark Whitehead, Assistant Secretary

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 14th day of November, 2017, by Mark Whitehead, Assistant Secretary of Parkside at Mayfield Ranch Municipal Utility District, a conservation and reclamation district of the State of Texas, on behalf of said conservation and reclamation district.

_____
Notary Public, State of Texas

(SEAL)

SUE BROOKS LITTLEFIELD
NOTARY PUBLIC
ID# 543332-8
State of Texas
Comm. Exp. 05-24-2018

CONSENT OF WILLIAMSON COUNTY

By its execution below, Williamson County consents to the terms of the foregoing Agreement Regarding Construction of Improvements within Easement, and specifically agrees that Brushy Creek Municipal Utility District shall not be responsible for any damages to, nor for repair or replacement of, any Erosion Control Improvements installed within the BCMUD Easement that may arise out of or in connection with the exercise of easement rights by Brushy Creek Municipal Utility District.

WILLIAMSON COUNTY:

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

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

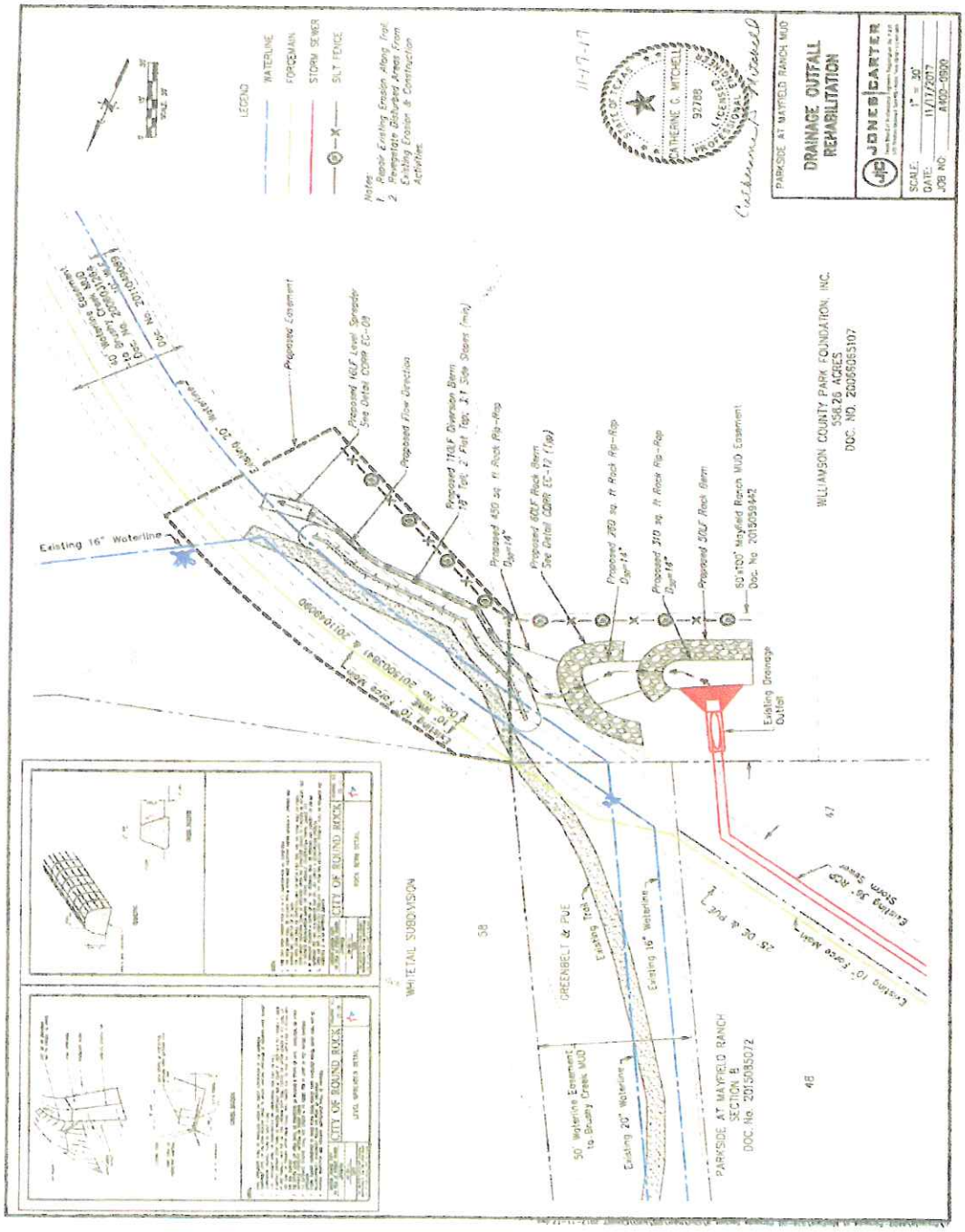
This instrument was acknowledged before me on _____, 2017, by _____, _____ of Williamson County, on behalf of said county.

(Seal)

_____
Notary Public Signature

Exhibit "A"

Description of Erosion Control Improvements



Commissioners Court - Regular Session **37.**

Meeting Date: 12/19/2017

Salary Study Position Classification

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the first list of position classifications to be included in the salary study.

Background

Attached is the first list of position classifications recommended for review as part of the ongoing salary study recently approved by Commissioner's Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposed Positions #1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 08:27 AM
Form Started By: Tara Raymore		Started On: 12/13/2017 03:48 PM
Final Approval Date: 12/14/2017		

PROPOSED POSITION CLASSIFICATION SALARY STUDY FY18

Williamson County Human Resources

Total Departments - 8

Total Position Classifications - 73

Total Positions - 602

911 Addressing Grant

Position	Grade	Min	Max	FLSA Status	Number of Positions
Addressing Administrator I	B.25	$44,987.02	$65,252.72	Biweekly	1
Addressing Administrator II	B.26	$47,280.74	$68,561.22	Biweekly	1

Constable Offices

Position	Grade	Min	Max	FLSA Status	Number of Positions
Ch Dep Const	L4	$71,017.18	$91,868.40	Biweekly	4
Const Lieut	L3	$63,506.82	$83,796.18	Biweekly	3
Const Sgt	L2	$58,803.68	$77,590.24	Hourly	7
Dep Const	L1	$52,275.08	$73,197.54	Hourly	22
Sergeant Writ Specialist	L2	$58,803.68	$77,590.24	Hourly	1
Writ Specialist Pct 3	L2	$58,803.68	$77,590.24	Hourly	1

Corrections

Position	Grade	Min	Max	FLSA Status	Number of Positions
Bailiff	C5	$62,239.84	$77,387.44	Biweekly	1
Bailiff Com Jail	C2	$38,897.31	$56,780.08	Hourly	13
Commander Jail Operations	C7	$77,285.78	$94,210.74	Biweekly	1
Commander Jail Support	C7	$77,285.78	$94,210.74	Biweekly	2
Corr Ofcr	C1	$34,086.08	$49,756.92	Hourly	189
Corr Ofcr Com	C2	$38,897.31	$56,780.08	Hourly	33
Lieutenant Jail	C5	$62,239.84	$77,387.44	Biweekly	9
Med Super Cor	C6	$64,491.96	$82,376.32	Biweekly	1
Medical Sergeant	CB	$52,020.02	$67,293.46	Hourly	3
Paramedic Jail	C4	$39,171.34	$54,691.26	Hourly	16
Sergeant Jail	C3	$45,777.68	$60,831.94	Hourly	16

Information Systems

Position	Grade	Min	Max	FLSA Status	Number of Positions
Analyst I	B.31	$60,583.90	$87,735.44	Biweekly	4
Analyst II	B.32	$63,672.96	$92,191.32	Biweekly	5
Analyst III	B.33	$66,883.70	$96,850.26	Biweekly	1
Developer I	B.32	$63,672.96	$92,191.32	Biweekly	1
Developer II	B.33	$66,883.70	$96,850.26	Biweekly	1
GIS Administrator II	B.26	$47,280.74	$68,561.22	Biweekly	1
GIS Data Analyst	B.31	$60,583.90	$87,735.44	Biweekly	1
IT Director I	B.36	$77,557.48	$112,310.64	Biweekly	1
IT Director II	B.38	$85,600.32	$123,957.08	Biweekly	2
IT Manager I	B.33	$66,883.70	$96,850.26	Biweekly	3
IT Manager II	B.35	$73,826.48	$106,909.40	Biweekly	1
IT Office Spec I	B.17	$30,307.16	$43,884.36	Hourly	1
IT Operations Manager III	B.28	$52,235.04	$75,683.92	Biweekly	1
Network Administrator II	B.35	$73,826.48	$106,909.40	Biweekly	1
Project Manager II	B.35	$73,826.48	$106,909.40	Biweekly	1
Sr Dir of Technology Services	EX.1	$55,091.66	$193,888.50	Biweekly	1
System Administrator I	B.25	$44,987.02	$65,252.72	Biweekly	1
System Administrator II	B.26	$47,280.74	$68,561.22	Biweekly	4
System Support Spec I	B.23	$40,766.44	$59,108.92	Hourly	1
System Support Spec III	B.25	$44,987.02	$65,252.72	Biweekly	3
System Support Specialist II	B.24	$42,815.76	$62,113.74	Hourly	3
Warehouse Coordinator I	B.18	$31,836.74	$46,112.82	Hourly	1
Warehouse Coordinator II	B.19	$33,457.32	$48,441.90	Hourly	1

Juvenile Grant

Position	Grade	Min	Max	FLSA Status	Number of Positions
Juv Super Officer Grant	B.19	$33,457.32	$48,441.90	Hourly	5
Juv Supervision Officer II Grant	B.20	$35,139.00	$50,906.44	Hourly	1
Juvenile Supervision Officer	B.19	$33,457.32	$48,441.90	Hourly	1

Juvenile Services

Position	Grade	Min	Max	FLSA Status	Number of Positions
Ct Peace Ofcr	L1	$52,275.08	$73,197.54	Hourly	1
Juv Acad Det Ofcr	B.19	$33,457.32	$48,441.90	Hourly	21
Juv Detn Officer	B.19	$33,457.32	$48,441.90	Hourly	30
Juvenile Supervision Officer	B.19	$33,457.32	$48,441.90	Hourly	5
Juvenile Supervision Officer II	B.20	$35,139.00	$50,906.44	Hourly	6

Sheriff's Office

Position	Grade	Min	Max	FLSA Status	Number of Positions
Commander CID	L5	$80,486.38	$102,076.26	Biweekly	1
Commander Patrol	L5	$80,486.38	$102,076.26	Biweekly	1
Commander Support	L5	$80,486.38	$102,076.26	Biweekly	1
Crisis Intervention Deputy	L1	$52,275.08	$73,197.54	Hourly	8
Crisis Intervention Lieut	L4	$71,017.18	$91,868.40	Biweekly	1
Crisis Intervention Sergeant	L3	$63,506.82	$83,796.18	Hourly	1
DARE Officer	L1	$52,275.08	$73,197.54	Hourly	2
Deputy Sheriff	L1	$52,275.08	$73,197.54	Hourly	80
Deputy Sheriff SRO	L1	$52,275.08	$73,197.54	Hourly	7
Deputy/Crisis Intervention TEAM (CIT)	L1	$52,275.08	$73,197.54	Hourly	1
Detective	L2	$58,803.68	$77,590.24	Hourly	2
Detective SO	L2	$58,803.68	$77,590.24	Hourly	30
Lieutenant	L4	$71,017.18	$91,868.40	Biweekly	1
Lieutenant CID	L4	$71,017.18	$91,868.40	Biweekly	1
Lieutenant Ptrl	L4	$71,017.18	$91,868.40	Biweekly	5
Lieutenant Support	L4	$71,017.18	$91,868.40	Biweekly	1
Lieutenant Trn	L4	$71,017.18	$91,868.40	Biweekly	1
Sergeant	L3	$63,506.82	$83,796.18	Hourly	5
Sergeant CAD	L3	$63,506.82	$83,796.18	Hourly	1
Sergeant CID	L3	$63,506.82	$83,796.18	Hourly	3
Sergeant Patrol	L3	$63,506.82	$83,796.18	Hourly	9
Sergeant SRO	L3	$63,506.82	$83,796.18	Hourly	1
Sergeant Supt	L3	$63,506.82	$83,796.18	Hourly	5

Commissioners Court - Regular Session **38.**

Meeting Date: 12/19/2017

First Amendment to the United Health Care Administrative Services Agreement, Contract No. 911463

Submitted For: Tara Raymore **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the County Judge to execute the First Amendment to the United Health Care Administrative Services Agreement, Contract No. 911463 amending the funding arrangement regarding the Medical, Dental, Vision and Pharmacy Claims Administration.

Background

Amendment is necessary to update the payment method of claims to United Health Care from a daily wire to an Imprest Account.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

First Amendment to UHC Administrative Services Agreement Contract No. 911463

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 08:25 AM
Form Started By: Shelley Loughrey		Started On: 12/13/2017 03:16 PM
Final Approval Date: 12/14/2017		

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. and its affiliates ("United") and Williamson County ("Customer") and is effective on January 1, 2018.

Contract No. 911463

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

Section A3 Providing Funds of the Agreement is replaced in its entiretly with the following Section A3 Providing Funds:

Section A3 Providing Funds

Responsibility for Payment of Plan Benefits. The Plan is Self-Funded. Customer is solely responsible for providing funds for payment for all Plan benefits except when Customer is recognized as both the provider of covered services and the payee and check suppression services apply.

Bank Account. United, on Customer's behalf, will open and maintain a Bank Account at the Bank under United's sole control ("Bank") to provide United the means to access Customer's funds for the purpose of payment of Plan benefits, Plan expenses (such as state surcharges or assessments), or other Customer financial obligations and, when authorized by Customer, fees. The Bank Account will be a part of the network of accounts that have been established at the Bank for United's self-funded customers. The funds in the Bank Account are Customer's and will not be comingled with any other customer funds.

Applicable to Medical Claims Administration

Balance In Account. Customer will maintain a minimum balance in the Bank Account in an amount equal to not less than 6 days of expected Bank Account activity. United will establish this amount based on expected Plan payment obligations, with appropriate adjustments for anticipated non-daily activity (e.g., prescription drug benefits and fee payments) as determined by United. United will determine if circumstances warrant increasing this minimum balance, and will notify Customer if and when the required minimum balance changes.

The required minimum balance is based on Customer's financial condition as assessed by United. In the event United determines, based on reasonable information and belief, that Customer's financial condition has deteriorated or Customer continues to fail to comply with the material financial obligations specified in this Agreement, United may revise the required balance effective five (5) days from the date of notice to Customer.

Applicable to FSA Claims Administration

Balance In Account. Customer shall not be required to maintain a minimum balance in the Bank Account.

The allowance not to maintain a minimum balance is based on Customer maintaining compliance with the material financial obligations specified in this Agreement. In the event United determines, based on reasonable information and belief, that Customer continues to fail to comply with the material financial obligations specified in this Agreement, United may require Customer to maintain a minimum balance effective five (5) days from the date of notice to Customer.

Issuing and Providing Funds for Checks and Non-Draft Payments. Checks and/or non-draft payments will be written on and/or issued from one or more common accounts that are a part of the network of accounts maintained at the Bank for United's self-funded customers. When the checks for Plan benefits are presented to the Bank, the Bank will notify United and United will direct the Bank to either reject the checks or to withdraw funds from the Bank Account to fund the checks that are cashed.

Transfers of Funds. Funds will also be withdrawn from the Bank Account when a transfer of funds has been made electronically. United will direct the Bank to withdraw funds from the Bank Account to fund the non-draft payments or expenses as they are issued.

Applicable to Medical Claims Administration

Calls for Funds. The withdrawals from the Bank Account are paid for by the balance Customer maintains in the Bank Account. This balance will be drawn down each medical claims administration banking day to satisfy the previous day's liability.

Every 5 business days, United will notify Customer of the funding amounts that are due by providing a funding notification and an associated detail report to Customer, via electronic mail, by 9:30 am CST/10:30 am EST. The weekly funding notification shall reflect the aggregated claims charges that United has processed and has paid electronically, or if paid by check has cleared through United's omnibus check writing bank account for payment for the prior weekly Bank days' period ending on the prior business day. The detail report identifies the payments by structure.

If United does not provide the daily funding notification to Customer by 9:30 am CST in accordance with this Section, Customer shall not be required to fund the amount of the funding notification due until the following business day.

If the day that the funding notice is provided pursuant to this Section is a Bank holiday (where the Bank is closed), United shall provide the daily funding notification on the immediately preceding business day that is not a Bank holiday.

If the day that the funding notice is provided pursuant to this Section is a County Holiday or Staff Development day United shall provide the daily funding notification and the County will process the payment funding on the next business day.

Upon notice to Customer of the amount due, Customer will fund the designated amount(s) within one business days via Automated Clearing House (ACH) transfer to the designated Bank Account for payment of Plan benefits. Customer will initiate the fund transfers unless United determines that Customer fails to comply with the material funding and financial obligations specified in this Agreement. If such a condition occurs, Customer agrees to authorize United to initiate the transfers. The number of days between transfers and the method of transfer are based Customer's compliance with material financial obligations. United reserves the right to increase the frequency of such fund transfers and/or change the method of transfer if United determines, based on reasonable information and belief, that Customer continues to fail to comply with the material financial obligations specified in this Agreement.

Applicable to FSA Claims Administration

Calls for Funds. The withdrawals from the Bank Account are paid for by the balance Customer maintains in the Bank Account. This balance will be drawn down each FSA claims administration banking day to satisfy the previous day's liability.

Every business day, United will notify Customer of the funding amounts that are due by providing a funding notification and an associated detail report to Customer, via electronic mail, by 9:30 am CST/10:30 am EST. The daily funding notification shall reflect the aggregated claims charges that United has processed and has paid electronically, or if paid by check has cleared through United's omnibus check writing bank account for payment for the prior daily Bank days' period ending on the prior business day. The detail report identifies the payments by structure.

If United does not provide the daily funding notification to Customer by 9:30 am CST in accordance with this Section, Customer shall not be required to fund the amount of the funding notification due until the following business day.

If the day that the funding notice is provided pursuant to this Section is a Bank holiday (where the Bank is closed), United shall provide the daily funding notification on the immediately preceding business day that is not a Bank holiday.

If the day that the funding notice is provided pursuant to this Section is a County Holiday or Staff Development day United shall provide the daily funding notification and the County will process the payment funding on the next business day.

Upon notice to Customer of the amount due, Customer will fund the designated amount(s) within one business days via wire transfer to the designated Bank Account for payment of Plan benefits. Customer will initiate the fund transfers unless United determines that Customer fails to comply with the material funding

and financial obligations specified in this Agreement. If such a condition occurs, Customer agrees to authorize United to initiate the transfers. The number of days between transfers and the method of transfer are based Customer's compliance with material financial obligations. United reserves the right to increase the frequency of such fund transfers and/or change the method of transfer if United determines, based on reasonable information and belief, that Customer continues to fail to comply with the material financial obligations specified in this Agreement.

Underfunding. If Customer does not provide the amounts sufficient to maintain the required minimum balance in the Bank Account, or to cover Bank Account withdrawals: (1) Customer must immediately correct the deficiency and provide prompt notice to United. (2) If United learns of the funding deficiency, United will notify Customer within one business day so Customer can correct the deficiency. (3) United may stop issuing checks and non-draft payments and suspend any of its other services under this Agreement for the period of time Customer does not provide the required funding. (4) If Customer does not correct the funding deficiency within three banking days of United's notice to Customer, United may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began. Customer will pay interest on the amount of underfunding in accordance with Texas Government Code Chapter 2251.

Stop Payments on Outstanding Checks. At Customer's expense, United may place stop payments on checks if United determines that Customer has insufficient funds in its own designated funding bank account to honor such checks. United will send a search letter to the payee on all checks that have not been cashed within six (6) months. United will automatically stop payment on all checks that have not been cashed within twelve (12) months and provide Customer with reports Customer needs for the purposes of performing escheat. Customer is solely responsible for determining to file and/or filing unclaimed property once notified, or for making unclaimed payee payments directly.

Funding After Termination. When this Agreement terminates, the funding method will remain in place for the length of the run-out period. After the run-out period has ended, that funding method will cease and Customer will deposit and maintain in the Bank Account sufficient funds to cover all checks for Plan benefits that have been issued but not cashed. This balance will remain in the Bank Account for a limited period of time to fund the outstanding checks and other funding obligations. This period will be reasonable, as determined by United. United will stop payment on all checks that remain uncashed at the end of this period and Customer will request in writing to close the Bank Account and recover any funds remaining in it. United will provide bank statements and Bank Account reconciliation reports, including reports Customer needs for the purposes of performing escheat.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein.

Williamson County	**United HealthCare Services, Inc.**
By _____	By Holly Durinick
Authorized Signature	Authorized Signature
Name Dan Gattis	Name Holly Durinick
Title County Judge	Title Regional Contract Manager
Date _____	Date December 12, 2017

ASA AMEND 7.2016

Commissioners Court - Regular Session **39.**

Meeting Date: 12/19/2017

Hold Harmless and Indemnification Agreement (Aetna, UHC and Williamson County)

Submitted For: Tara Raymore **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Acknowledge and ratify the County Judge's execution of plan implementation documents entitled "Hold Harmless and Indemnification Agreement among Aetna Life Insurance Company, on behalf of itself and its affiliates and Williamson County and United Health Care Services, Inc for itself and its affiliated."

Background

This agreement is a Non-Disclosure agreement authorizing Aetna to release and transfer certain personal claim and benefit information in the nature of coinsurance, deductible, visits counted towards annual or lifetime limits, patient management information such as approved referrals and pre-certifications, and annual and lifetime maximum levels met for each Plan Participant "(Information") with respect to claims processed by Aetna under the Plans which are to be administered by New Administrator.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hold Harmless and Indemnification Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 08:25 AM
Form Started By: Shelley Loughrey		Started On: 12/13/2017 03:21 PM
Final Approval Date: 12/14/2017		

Hold Harmless and Indemnification Agreement

among

Aetna Life Insurance Company, on behalf of itself and its affiliates
("Aetna")

and

Williamson County
("Purchaser")

and

United Health Care Services, Inc. for itself and its affiliated
("New Administrator")

WHEREAS, effective January 1, 2018 (DATE), New Administrator will replace Aetna as the administrative service provider for certain health benefit plans of Purchaser;

WHEREAS, Purchaser requests that Aetna release and transfer certain personal claim and benefit information in the nature of coinsurance, deductible, visits counted towards annual or lifetime limits, patient management information such as approved referrals and pre-certifications, and annual and lifetime maximum levels met for each Plan participant ("Information") with respect to claims processed by Aetna under the Plans which are to be administered by New Administrator;

WHEREAS, Purchaser and New Administrator understand and acknowledge that the Information may be highly confidential.

NOW, THEREFORE, intending to be legally bound hereby, for good and sufficient consideration, Purchaser and New Administrator agree as follows:

1. New Administrator shall (i) use the Information only for the purpose of fulfilling its contractual obligations under its agreement with Purchaser; (ii) disclose Information to Purchaser only as may be necessary in connection with such contractual obligations and permitted by applicable law; (iii) maintain the confidentiality of the Information in compliance with applicable law; and (iv) refrain from disclosing any Information to any other party except to the extent such disclosure is required by law.

2. Purchaser and New Administrator shall take all reasonable precautions to ensure that all information obtained from Aetna is disclosed only to employees of New Administrator who have a need to know such information for a purpose, and subject to the limitations described in paragraph 1 above.

3. New Administrator shall not re-disclose the information except as provided in paragraph 1 or with the express written consent of the person to whom such information pertains.

4. New Administrator shall ensure that the transmission, handling, storage, use and eventual elimination of this data will preserve patient privacy and the confidentiality of the data.

5. New Administrator acknowledges that the Information is based upon information available in Aetna's systems as of the date of transfer. Aetna makes no representation or warranty, express or implied, with respect to the information, including but not limited to any representation or warranty as to the accuracy or completeness of the information, the compatibility of the information with new administrator's hardware, software and systems, or any representation or warranty of merchantability or fitness for any particular purpose.

6. Purchaser agrees to defend, hold harmless, release and indemnify Aetna, its subsidiaries, affiliates, directors, officers, employees and agents against any and all claims, damages, losses, lawsuits, settlements, judgments, cost penalties and expenses (including reasonable attorneys' fees) arising from or related to the release of the Information by Aetna to New Administrator at the request of Purchaser under this Agreement.

7. New Administrator agrees to defend, hold harmless, release and indemnify Aetna, its subsidiaries, affiliates, directors, officers, employees and agents against any and all claims, damages, losses, lawsuits, settlements, judgments, cost penalties and expenses (including reasonable attorneys' fees) arising from or related to the failure of New Administrator or its employees or agents to use the Information for the purpose for which it was released or to maintain the confidentiality of any information supplied pursuant to this Agreement.

8. Purchaser and New Administrator acknowledge and agree that the confidentiality of the information to be disclosed under this Agreement follows the individuals to whom the information pertains, and therefore, that the rights and obligations set forth in this Agreement shall survive the expiration of any contractual relationships between or among Purchaser, New Administrator and Aetna.

IN WITNESS WHEREOF, Purchaser, New Administrator and Aetna have caused this Agreement to be executed by their duly authorized representatives.

Aetna Life Insurance Company ("Aetna")

By: Aaron Guice

Name: Aaron Guice

Title: Account Manager

Williamson County

("Purchaser")

By:

Name: Dan A. Gattis

Title: Williamson County Judge

United Health Care Services, Inc.

("New Administrator")

By: Diane M. Hayes

Name: Diane M. Hayes

Title: NDA Specialist

Commissioners Court - Regular Session **40.**

Meeting Date: 12/19/2017

Amend the Fiscal Year 2018 Tobacco Fund Budget

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action to amend the Fiscal Year 2017-2018 Tobacco Fund Budget.

Background

The Tobacco Fund Budget is being requested to be amended to fund the HUG (High Utilizer Group) program from January 2018 thru September 2018.

The amendment includes amending revenue and expenditures.
Additional Revenue of $939,404.04-Ambulance Services UC
Additional Expenditure of $534,150.01 for a new department in the Fund Called 0540-Emergency Medical Services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Budget Amendment for Tobacco Fund

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 11:46 AM
Form Started By: Julie Kiley		Started On: 12/14/2017 11:17 AM
Final Approval Date: 12/14/2017		

HUG BUDGET - EXPENSES

Entity: EMS

Scenario: Compensation

Year: 2018

Date: 22-Aug-17

	Expenses		HUG -0340-0540	
			Jan-Sept 2018 from Tobacco Fund	
	FTE	FTE	8	
	001100	F/T SALARIES	$ 352,914.24	
	001109	CELL PHONE STIPEND	$ 980.00	
	001110	OVERTIME	$ 14,546.73	
	001125	LONGEVITY PAY	$ 5,304.00	
	T52000	SALARIES	$ 373,744.97	
	002010	FICA	$ 28,591.49	
	002020	RETIREMENT	$ 52,100.05	
	002030	INSURANCE	$ 53,676.00	
	002050	WORKER'S COMP	$ 2,707.50	
	T53000	FRINGES	$ 137,075.04	
	003100	OFFICE SUPPLIES	$ 500.00	x
	003301	GASOLINE	$ 3,600.00	x
	003311	*UNIFORMS*	$ 900.00	x
	004209	CELLULAR PHONE/PAGER	$ 1,800.00	x
	004210	INTERNET/EMAIL SVS	$ 1,380.00	x
	004211	TELEPHONE SERVICE	$ 150.00	x
	004231	TRAVEL	$ 100.00	x
	004232	TRAINING, CONF., SEMINARS	$ 1,200.00	x
	004350	PRINTED MATERIALS & BINDING	$ 180.00	x
	004414	VEHICLE INSURANCE	$ 1,000.00	x
	004505	SOFTWARE MAINTENANCE	$ 1,080.00	x
	004541	VEHICLE REPAIRS & MAINT	$ 2,400.00	x
	004850	RCS RADIO FEES	$ 2,040.00	x
	004908	OUTREACH-FLEX FUNDING	$ 6,000.00	x
	004999	MISCELLANEOUS	$ 1,000.00	x
	T50000	**TOTAL EXPENSE**	**$ 23,330.00**	
		TOTAL BUDGET	**$ 534,150.01**	

Commissioners Court - Regular Session **41.**

Meeting Date: 12/19/2017

Westlaw Judges

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 agreement with Thomson Reuters for Westlaw employee access for Williamson County.

Background

This agreement is for access for 17 Judge/Attorney users and a staff member.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

westlaw1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	12/12/2017 12:10 PM
Form Started By: Rebecca Clemons		Started On: 12/11/2017 02:30 PM
Final Approval Date: 12/12/2017		

THOMSON REUTERS

Order Form Order ID: Q-00137484

Contact your representative kelly.bridges@thomsonreuters.com with any questions. Thank you.

Account Address

Account #:

WILLIAMSON COUNTY
26TH DISTRICT COURT
405 MARTIN LUTHER KING ST STE 2
GEORGETOWN
TX, 78626-4900
US

Shipping Address

Account #:

WILLIAMSON COUNTY
26TH DISTRICT COURT
405 MARTIN LUTHER KING ST STE 2
GEORGETOWN
TX, 78626-4900
US

Billing Address

Account #:

WILLIAMSON COUNTY
26TH DISTRICT COURT
405 MARTIN LUTHER KING ST STE 2
GEORGETOWN
TX, 78626-4900
US

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ProFlex Products
See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Short Term Monthly Charges	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	$4,387.90	36	$	3%

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For NON-ProFlex Online/Practice Solutions/Software Products: Your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then-current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Post Renewal Term for ProFlex Products . Your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 60 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803

Automatic Renewal Term for Window Products. Your subscription will change to a month-to-month status at the end of the Minimum Term and your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges after at least 30 days

notice. The Monthly Window will remain unchanged. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. In addition to the Monthly Charges, you are responsible for transactional usage charges in excess of the Monthly Window. Transaction charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf
http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf

The General Terms and Conditions, apply to all products ordered, except print and is located at http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf

The General Terms and Conditions for Federal Subscribers are located at http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf . If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- Westlaw Doc & Form Builder
- West km Software

- West LegalEdcenter
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

ACKNOWLEDGEMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order From on behalf of the Subscriber.

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

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This Order Form will expire and will not be accepted after 2/9/2018.

Attachment Order ID: Q-00137484

Contact your representative kelly.bridges@thomsonreuters.com with any questions. Thank you.

Order ID: Q-00137484

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000664530
PO Number:
SA ID:
GSA Funding:

Order Confirmation Contact (#28)
Contact Name: Rebecca Clemons
Email: rclemons@wilco.org

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000664530	WILLIAMSON COUNTY	405 MARTIN LUTHER KING ST STE 2 GEORGETOWN TX, 78626-4900	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
17	Attorneys	41933475	Gvt Litigation For Government (Westlaw PRO™)
17	Attorneys	42077751	Gvt National Primary Core
17	Attorneys	42077755	Gvt Analytical Plus for Government
17	Attorneys	41935298	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)

Online Contact Information

User		Email Address	Contact Description
Rebecca	Clemons	rclemons@wilco.org	EML PSWD CONTACT

IP Address

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40988745	Government Select Level 1 States (WestlawNext™)

Commissioners Court - Regular Session **42.**

Meeting Date: 12/19/2017

Westlaw patron

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 agreement with Thomson Reuters for Westlaw public access.

Background

This agreement is for the public use access available in basement of the Justice Center.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

westlaw2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	12/12/2017 12:10 PM
Form Started By: Rebecca Clemons		Started On: 12/11/2017 02:35 PM
Final Approval Date: 12/12/2017		

THOMSON REUTERS

Order Form Order ID: Q-00137518

Contact your representative kelly.bridges@thomsonreuters.com with any questions. Thank you.

Account Address

Account #: 1003339709

WILLIAMSON COUNTY LAW LIBRARY
PATRON ACCESS
405 MARTIN LUTHER KING ST
GEORGETOWN
TX, 78626-4901
US

Shipping Address

Account #: 1003339709

WILLIAMSON COUNTY LAW LIBRARY
PATRON ACCESS
405 MARTIN LUTHER KING ST
GEORGETOWN
TX, 78626-4901
US

Billing Address

Account #: 1003339709

WILLIAMSON COUNTY LAW LIBRARY
PATRON ACCESS
405 MARTIN LUTHER KING ST
GEORGETOWN
TX, 78626-4901
US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products
See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	$5,716.48	36	3%

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products: Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ('you" or I") is also responsible for all Excluded Charges. Excluded Charges for accessing a service that is nt included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For NON-ProFlex Online/Practice Solutions/Software Products: Your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then-current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Post Renewal Term for ProFlex Products . Your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 60 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803

Automatic Renewal Term for Window Products. Your subscription will change to a month-to-month status at the end of the Minimum Term and your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. The Monthly Window will remain unchanged. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. In addition to the Monthly Charges, you are responsible for

transactional usage charges in excess of the Monthly Window. Transaction charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of thi8ds order, no further action is needed.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf
http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf

The General Terms and Conditions, apply to all products ordered, except print and is located at http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf

The General Terms and Conditions for Federal Subscribers are located at http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf . If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- Westlaw Doc & Form Builder
- West km Software
- West LegalEdcenter
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

ACKNOWLEDGEMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order From on behalf of the Subscriber.

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

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This Order Form will expire and will not be accepted after 1/28/2018.

Attachment Order ID: Q-00137518

Contact your representative kelly.bridges@thomsonreuters.com with any questions. Thank you.

Order ID: Q-00137518

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1003339709
PO Number:
SA ID:
GSA Funding:

Order Confirmation Contact (#28)
Contact Name: Rebecca Clemons
Email: rclemons@wilco.org

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details			
Account Number	**Account Name**	**Account Address**	**Action**
1003339709	WILLIAMSON COUNTY LAW LIBRARY	405 MARTIN LUTHER KING ST GEORGETOWN TX, 78626-4901	New

ProFlex Product Details			
Quantity	**Unit**	**Service Material #**	**Description**
2	Seats	42115621	Pat Acc National Core for Patron Access
2	Seats	42115623	Pat Acc Litigation for Patron Access
2	Seats	42115625	Pat Acc Know How for Patron Access
2	Seats	42115635	Pat Acc Analytical Plus for Patron Access

Online Contact Information			
User		**Email Address**	**Contact Description**
Rebecca	Clemons	rclemons@wilco.org	EML PSWD CONTACT
OTIS	COUFAL	ocoufal@wilco.org	PATRON ACC TECH CONT

IP Address					
From IP Address	**To IP Address**	**From IP Address**	**To IP Address**	**From IP Address**	**To IP Address**
000.000.000.000	000.000.000.000				

Lapsed Products	
Sub Material	**Active Subscription to be Lapsed**
40988745	Government Select Level 1 States (WestlawNext™)

Commissioners Court - Regular Session **43.**

Meeting Date: 12/19/2017

Discuss, consider and take appropriate action on approving additional funding for PCN # 1811.001100, HazMat Asst. Chief

Submitted For: Marty Herrin **Submitted By:** Kelly Luna, EMS

Department: Hazardous Materials

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving additional funding for PCN # 1811.001100, HazMat Asst. Chief

Background

This is a new position for the County that was granted through the FY17/18 Budget Process. After going through the application and interview process, additional monies are being requested to hire a qualified candidate for the HazMat Asst. Chief position.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 11:17 AM
Form Started By: Kelly Luna		Started On: 12/14/2017 10:41 AM
Final Approval Date: 12/14/2017		

Commissioners Court - Regular Session **44.**

Meeting Date: 12/19/2017

Spectrum internet agreement for EMS stations

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding agreement with Charter Communications Operating, LLC d/b/a Spectrum for revised internet services at EMS stations to support county operations.

Background

This is a revised version from the previous version passed by Commissioner's Court on 10/17/17. This agreement is an increase to our current internet speed (as well as a location change) for our EMS stations. Legal would like to note that the vendor is not willing to modify their contract to County standards. However we have limited options from internet providers and the service is on a month-to-month basis and can be cancelled anytime.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Spectrum

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 12:17 PM
Form Started By: Richard Semple		Started On: 12/14/2017 11:51 AM
Final Approval Date: 12/14/2017		

Spectrum

Account Executive: Ruben Meza
Phone: (956) 535-0155 ext:
Cell Phone: (956) 535-0155
Fax: (956) 230-0465
Email: ruben.meza@charter.com

Spectrum Customer Service Order

Order # 8510393

Customer Information: Customer Code		
Business Name	Williamson County EMS - Master	**Customer Type:**
Federal Tax ID	**Tax Exempt Status**	**Tax Exempt Certificate #**
*****9344		
Billing Address		
Attention To:		**Account Number**
301 SE Inner Loop STE 105 Georgetown TX 78626		3103989-01

Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
TAMMY McCulley	(512) 943-1500	tmcculley@wilco.org

Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
TAMMY McCulley	(512) 943-1500	tmcculley@wilco.org

Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
Thomas Gillespie	(512) 943-1465	thomas.gillespie@wilco.org

©2016 Charter Communications CONFIDENTIAL 161111 v.1 Commercial

Spectrum

Internet and TV Services Order Information For 350 Deepwood Dr # Office Round Rock TX 78681
Service Type
High Speed Internet (HSD)

Internet and TV Services Order Information For 2604 Northlawn Dr Taylor TX 76574
Service Type
High Speed Internet (HSD)

Internet and TV Services Order Information For 1311 Highland Dr # Office Cedar Park TX 78613
Service Type
High Speed Internet (HSD)

Internet and TV Services Order Information For 1427 N Main St # Office Taylor TX 76574
Service Type
High Speed Internet (HSD)

Internet and TV Services Order Information For 150 Church Park Rd # Hsd Cedar Park TX 78613
Service Type
High Speed Internet (HSD)

Internet and TV Services Order Information For 1991 Rawhide Dr # Office Round Rock TX 78681
Service Type
High Speed Internet (HSD)

Internet and TV Services Order Information For 450 Cypress Creek Rd Cedar Park TX 78613
Service Type
High Speed Internet (HSD)

©2016 Charter Communications CONFIDENTIAL 161111 v.1 Commercial

Spectrum

Current Services and Monthly charges At 2604 Northlawn Dr , Taylor TX 76574

Description	Quantity	Sales Price	Monthly Recurring Total
A/O	4	$0.00	$0.00
Bc Modem	2	$0.00	$0.00
D3 Cleanup	4	$0.00	$0.00
PRV STNDRD	2	$10.97	$21.94
1 Static IP	2	$0.00	$0.00
Comml Accnt	2	$0.00	$0.00
B Nonvanmail	1	$0.00	$0.00
Bc Cvtr Actv	2	$0.00	$0.00
SB Internet 60Mx5M	1	$79.99	$79.99
BUSINESS CLASS PHONE	2	$29.95	$59.90
BASIC VIDEO - PRIVATE	2	$25.91	$51.82
BC Dgtl Adapt SD BSCSTD	5	$0.00	$0.00
BC Dgtl Adapt SD BSCSTD	1	$1.50	$1.50
***Total**			**$215.15**

*Prices do not include taxes and fees.

Current Services and Monthly charges At 1991 Rawhide Dr # Office , Round Rock TX 78681

Description	Quantity	Sales Price	Monthly Recurring Total
Bcmonbannr	1	$0.00	$0.00
D3 Cleanup	1	$0.00	$0.00
Comml Accnt	1	$0.00	$0.00
***Total**			**$0.00**

*Prices do not include taxes and fees.

Current Services and Monthly charges At 1427 N Main St # Office , Taylor TX 76574

Description	Quantity	Sales Price	Monthly Recurring Total
D3 Cleanup	2	$0.00	$0.00
Hsi Outlet	1	$0.00	$0.00
PRV STNDRD	1	$19.07	$19.07
VID AO MRC	2	$11.30	$22.60
Comml Accnt	1	$0.00	$0.00
Do Not Call	1	$0.00	$0.00
Bc Cvtr Actv	3	$0.00	$0.00
BUSINESS CLASS PHONE	1	$29.95	$29.95
BASIC VIDEO - PRIVATE	1	$18.18	$18.18
BC Dgtl Adapt SD BSCSTD	3	$0.00	$0.00
***Total**			**$89.80**

*Prices do not include taxes and fees.

©2016 Charter Communications CONFIDENTIAL 161111 v.1 Commercial

Spectrum

Current Services and Monthly charges At 1311 Highland Dr # Office , Cedar Park TX 78613

Description	Quantity	Sales Price	Monthly Recurring Total
Comml Accnt	1	$0.00	$0.00
***Total**			**$0.00**

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 450 Cypress Creek Rd , Cedar Park TX 78613

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Spectrum Business Internet Plus	1	$64.98	$64.98	Month to Month
***Total**			**$64.98**	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 1991 Rawhide Dr # Office , Round Rock TX 78681

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Spectrum Business Internet Plus - 60Mbps	1	$99.99	$99.99	Month to Month
***Total**			**$99.99**	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 350 Deepwood Dr # Office , Round Rock TX 78681

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Spectrum Business Internet Plus - 60Mbps	1	$99.99	$99.99	Month to Month
***Total**			**$99.99**	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 1311 Highland Dr # Office , Cedar Park TX 78613

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Spectrum Business Internet Plus - 60Mbps	1	$99.99	$99.99	Month to Month
***Total**			**$99.99**	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 1427 N Main St # Office , Taylor TX 76574

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Spectrum Business Internet Plus - 60Mbps	1	$99.99	$99.99	Month to Month
***Total**			**$99.99**	

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 150 Church Park Rd # Hsd , Cedar Park TX 78613

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Spectrum Business Internet Plus - 60Mbps	1	$99.99	$99.99	Month to Month
***Total**			**$99.99**	

*Prices do not include taxes and fees.

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Spectrum

New and Revised Services and Monthly Charges At 2604 Northlawn Dr , Taylor TX 76574

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Spectrum Business Internet Plus - 60Mbps	1	$99.99	$99.99	Month to Month
***Total**			**$99.99**	

*Prices do not include taxes and fees.

One Time fees At 1427 N Main St # Office , Taylor TX 76574

Description	Quantity	Sales Price	Total
Install Charge - Business Internet	1	$99.00	$99.00
Total			**$99.00**

*Prices do not include taxes and fees.

One Time fees At 450 Cypress Creek Rd , Cedar Park TX 78613

Description	Quantity	Sales Price	Total
Internet Change of Srvce	1	$99.00	$99.00
Total			**$99.00**

*Prices do not include taxes and fees.

One Time fees At 150 Church Park Rd # Hsd , Cedar Park TX 78613

Description	Quantity	Sales Price	Total
Install Charge - Business Internet	1	$99.00	$99.00
Total			**$99.00**

*Prices do not include taxes and fees.

One Time fees At 350 Deepwood Dr # Office , Round Rock TX 78681

Description	Quantity	Sales Price	Total
Install Charge - Business Internet	1	$99.00	$99.00
Total			**$99.00**

*Prices do not include taxes and fees.

One Time fees At 1311 Highland Dr # Office , Cedar Park TX 78613

Description	Quantity	Sales Price	Total
Install Charge - Business Internet	1	$99.00	$99.00
Total			**$99.00**

*Prices do not include taxes and fees.

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Spectrum

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed

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Spectrum

SERVICE AGREEMENT

This Service Agreement, including all Service Orders entered into hereunder and the Commercial Terms of Service available at www.charter.com, are incorporated herein by this reference, (collectively the "Service Agreement"), executed and effective upon the date of the signature set forth below (the "Effective Date"), is between customer identified below ("Customer") and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Information

Spectrum Street: 2921 S Expressway 83 City: Harlingen State: TX Zip Code: 78551	Contact: Ruben Meza Phone: (956) 535-0155 Facsimile: (956) 230-0465

Customer Information

Customer Name (Exact Legal Name): Williamson County EMS - Master			Federal Tax ID: *****9344	
Billing Address: 301 SE Inner Loop STE 105	Suite:	City: Georgetown	State: TX	Zip Code: 78626
Billing Contact Name: TAMMY McCulley		Phone: (512) 943-1500	Email: tmcculley@wilco.org	
Authorized Contact Name: TAMMY McCulley		Phone: (512) 943-1500	Email: tmcculley@wilco.org	

Additional Terms

BY EXECUTING THIS SERVICE AGREEMENT WHERE INDICATED BELOW, CUSTOMER ACKNOWLEDGES THAT (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

(Authorized Customer Signature) (Date Signed)

(Printed Name) (Title)

Commissioners Court - Regular Session **45.**

Meeting Date: 12/19/2017

EMS positions

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 approving the continuation of funding for three employees of the Health Care Link program through DSRIP grant dollars.

Background

Funding will continue through March 31, 2018 for the amount of $61,500. This amount includes fringe and salary. They are currently funded through DSRIP dollars provided by Bluebonnet Trails. This would change the positions to be funded through DSRIP dollars provided by Williamson County and Cities Health District. This funding source will have about $170,000 remaining once we receive all payments.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	12/14/2017 11:17 AM
Form Started By: Rebecca Clemons		Started On: 12/14/2017 10:45 AM
Final Approval Date: 12/14/2017		

Commissioners Court - Regular Session **46.**

Meeting Date: 12/19/2017

2017 Emergency Management Performance Grant

Submitted For: Jarred Thomas **Submitted By:** Jarred Thomas, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate actions on the acceptance on the 2017 Emergency Management Performance Grant.

Background

The Office of Emergency Management applies annually for this grant to offset allowable expenses through reimbursement to a maximum of 50%.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter

Terms and Conditions

Grant Timeline

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/12/2017 02:41 PM
Form Started By: Jarred Thomas		Started On: 12/12/2017 11:14 AM
Final Approval Date: 12/12/2017		

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
SKYLOR HEARN
DEPUTY DIRECTORS

COMMISSION
STEVEN P. MACH, CHAIRMAN
MANNY FLORES
A. CYNTHIA LEON
JASON K. PULLIAM
RANDY WATSON

November 3, 2017

Dan A. Gattis
Williamson County Judge
710 S. Main Street, Ste 101
Georgetown, TX 78626-5703

Dear Judge Gattis:

This letter is to advise you that your application to participate in the Emergency Management Performance Grant (EMPG) program during Fiscal Year 2017 (FY 17) has been approved.

The enclosed "Notice of Sub-recipient Grant Award" specifies the federal EMPG program funding that will be provided to your jurisdiction during FY 17. This document must be signed by the "Authorized Official" indicated on the "Designation of EMPG Grant Officials" form (TDEM-17B) submitted in your original application. The signed "Notice of Sub-recipient Grant Award" must be returned to the Texas Division of Emergency Management (TDEM) within 45 days of the date of this letter. Failure to return documentation to TDEM within 45 days may result in redistribution of award funds to another jurisdiction.

Participation in the EMPG program requires adherence to all tasks outlined in the ***2017 Local Emergency Management Performance Grant (EMPG) Guide*** located online at: ***http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/empgCurrentGuide.pdf.*** The 2017 Terms and Conditions are also enclosed for your review.

Of these tasks, there are three reports (financial, metrics, and progress reports) that must be submitted throughout the grant year. Due dates are outlined in the "EMPG Application Timeline" enclosure.

If your jurisdiction does not wish to participate in the FY 17 EMPG program, please submit a letter from your authorized official requesting termination of participation.

If you have any questions, please contact the EMPG Program Supervisor (Lisa Resendez at Lisa.Resendez@dps.texas.gov or 512-424-7511/512-574-1473) or your District Coordinator.

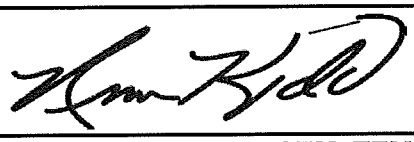
Respectfully,

W. Nim Kidd, MPA, CEM, TEM
Chief
Texas Division of Emergency Management
Division Director
Texas Department of Public Safety

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)

NOTICE OF SUBRECIPIENT GRANT AWARD	
Program Title: FY 2017 Emergency Management Performance Grant (EMPG)	
DHS Instrument Number: EMT-2017-EP-00005-S01	
TDEM Grant Number: 17TX-EMPG-1418	
Administered By:	Texas Division of Emergency Management Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
Recipient:	Williamson County **710 S. Main Street, Ste 101** **Georgetown, TX 78626-5703**
Amount of Grant: **$76,305.61**	
Period of Grant: October 1, 2016 to March 31, 2018	

The period of grant reflects a six (6) month **PROGRAMMATIC EXTENSION ONLY** to complete and close out your FY 17 EMPG grant year. Signing Acceptance of this document means that you accept and will comply with all requirements listed in the attached FY 2017 Terms and Conditions.

AGENCY APPROVAL	GRANT ACCEPTANCE
	Original Signature Required
W. Nim Kidd, MPA, CEM, TEM *Chief* Texas Division of Emergency Management *Division Director* Texas Department of Public Safety	Printed Name/Title:
Date: 11/03/2017	Date:

Return Signed Copy of This Page *within 45 days* to: TDEM.EMPG@dps.texas.gov
or mail in a copy to
Texas Department of Public Safety
Texas Division of Emergency Management
Attention: Heather Baxter, Grant Technician
P.O. Box 4087
Emergency Management Support MSC 0229
Austin, TX 78773-0220

2017 Emergency Management Performance Grant (EMPG)
Terms and Conditions

1. Purpose: The FY 2017 priority for this program is to advance "Whole Community" security and emergency management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of local emergency management program using Emergency Management Assessment Program (EMAP) standards.

2. Grant Conditions: Identify the source of funding under which this award is funded and reference the government code. The federal grant terms and conditions are located at: http://www.fema.gov/media-library/assets/documents/92248

3. Grant Acceptance: Notice of Subrecipient Grant Award remains an offer until the signed copy of the Acceptance of Subrecipient Grant Award is received by the Department of Public Safety in accordance with the instructions provided in the transmittal letter.

4. Work to Be Performed: The approved FY 2017 Statement of Work and Progress Report template outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of Subrecipients:

A. Implement (NIMS) at the local level.

B. Incorporate pertinent information concerning National Response Framework into the local or inter-jurisdictional emergency management plan and its annexes.

C. Subrecipients must have a tracking system of record to organize and coordinate resources in response to incidents.

D. During the performance period of this grant, Subrecipient must maintain an emergency management plan at the Advanced Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by jurisdictions maintaining their own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Subrecipient's plan, Subrecipients will correct deficiencies within sixty (60) days of receiving notice of such deficiencies from TDEM.

E. Subrecipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C-Post-Award Requirements, Reports,

Records, Retention, and Enforcement, Equipment and the Department of Homeland Security (DHS), Office of Grant Operations Financial Management Guide.

F. The Subrecipient agrees that any equipment purchased with funds through this grant program shall be prominently marked as follows: “Purchased with funds provided by the U.S. Department of Homeland Security.” Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

5. Grant Funding: Lists the amount of funding for this award. The amount of this grant may be less than the amount requested in your Application for Federal Assistance due to limits on federal funding for the EMPG program. However, EMPG grant recipients should continue to report all eligible expenses in quarterly financial reports. In the event additional program funding becomes available from the federal government or unspent EMPG funds remain at the end of the fiscal year, TDEM may be able to allocate additional funding to EMPG program participants.

6. Financial and Administrative Requirements: In Accordance with 2 A CFR Chapter II, Part 200 Subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the Office of Justice Programs (OJP) Financial Guide.

A. All emergency management program costs for which the Subrecipient seeks reimbursement must be eligible in accordance with Office of Management and Budget (OMB) Circular A-87, Cost Principles or State, Local, and Indian Tribal Governments.

B. Subrecipient will comply with the organizational audit requirements of super circular 2A CFR 200 Audits of States, Local Governments, and Non-Profit Organizations.

C. When implementing Federal Emergency Management Agency (FEMA) National Preparedness Directorate funded activities; the Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.

D. Subrecipient will assist the awarding agency (if necessary) in assuring compliance with the National Historic Preservation Act of 1966 Section 106 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance).

E. Subrecipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient either prior to the start of the period of performance stated in this award document or after the end of the period of performance.

F. Notwithstanding any other provisions of this document, the parties understand and agree that the obligations of TDEM under this Agreement are contingent upon the availability of adequate funds to meet TDEM's liabilities. TDEM shall not be liable to the Subrecipient for costs under this Agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.

7. Single Audit Act Requirements: If Subrecipient has expenditures in excess of $750,000 in federal funds of all types within a single fiscal year, it must have an audit performed in accordance with the Single Audit Act as amended. Subrecipient agrees to comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

8. Reporting Requirements: Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by TDEM. Reporting requirements are found in the *2017 Local Emergency Management Performance Grant (EMPG) Guide*. Subrecipients may be required to submit additional information and data requested by TDEM and after the end of the period of performance in order to close out the grant. A copy of the *2016 Local Emergency Management Performance Grant (EMPG) Guide* can be found on the TDEM website at: http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/empgCurrentGuide.pdf.
Subrecipient must prepare and submit Semi-Annual Progress Reports to TDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. The first performance reporting period is October 1 to March 31 (progress report due April 15) and the second reporting period is April 1 to September 30 (progress report due October 15). Subrecipient may also be required to submit additional information and data as requested by TDEM.

9. Review of Work and Expenditures: TDEM may review the work of the Subrecipient with respect to approved program tasks and expenditures for which reimbursement is requested to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of this contract or grant agreement and that performance goals are achieved. These reviews may include, without limitation: comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests. **EMPG grant funds cannot be matched with any other federal funds.**

10. Lobbying:

A. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the Subrecipient certifies that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3) The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

11. Debarment, Suspension, and other Responsibility Matters:

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 (Federal Certification).

B. The Subrecipient certifies that it and its principals and vendors:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Subrecipients can access debarment information by going to www.epls.gov.

2) Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4) Have not, within a three-year period preceding this application, had one or more public transactions (Federal, State, or local) terminated for cause or default.

C. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application (Federal Certification).

12. Monitoring:

A. Subrecipient will provide TDEM, State Auditor, DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to financial assistance.

B. Subrecipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.

C. TDEM may perform periodic reviews of Subrecipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of an on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.

D. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

E. The Subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

13. Reimbursement for Expenses:

Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2016 will not be disbursed until TDEM receives the first and second semi-annual EMPG Progress Reports, which are due on April 15, and October 15, respectively.

14. Choice of Law: This agreement shall be construed and governed by Texas law.

15. Changes to the Law: DPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If DPS and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, DPS may terminate this agreement without penalty to, or any liability whatsoever on the part of, DPS, the State of Texas, or the United States. This contract does not grant vendor a franchise or any other vested property right.

16. Written Modification: No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.

17. To the extent it applies, Subrecipient shall comply with Texas Government Code, Chapter 783, 1 Texas Administrative Code (TAC) §§ 5.141 *et seq.*, and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, §_14.

18. To the extent it applies, Subrecipient shall comply with the General Appropriations Act, 80th Legislature, Article IX, Part 17.

19. TDEM may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or document. Satisfactory progress is defined as accomplishing the following during the performance period of the grant: requesting federal funds for purchases, training, etc. and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. Special Conditions may be imposed on Subrecipient's use of grant funds until problems identified during grant monitoring visits conducted by TDEM audit and compliance personnel are resolved.

FY 2017 EMPG Application Timeline

Form	Instruction
October 1, 2016	▪ EMPG Performance Period begins
January 31, 2017	▪ **EMPG Application** form and **Statement of Work** due to TDEM, Grant Technician, Finance and Grant Management ▪ FY 2017 EMPG 1st Quarter **Financial Report** (October–December) due to TDEM, EMPG Auditor, Finance and Grant Management ▪ FY 2017 FEMA **Quarterly Metrics Template** due to TDEM, Grant Technician, Finance and Grant Management (Templates will be emailed with proper instructions to all jurisdictions)
April 15, 2017	▪ 1st semiannual cumulative **Progress Report** due to TDEM, Grant Technician, Finance and Grant Management
April 30, 2017	▪ 2nd Quarter **Financial Report** (January-March) due to TDEM, EMPG Auditor, Finance and Grant Management ▪ FY 2017 **FEMA Quarterly Metrics Template** due to TDEM, Grant Technician, Finance and Grant Management (Templates will be emailed with proper instructions to all jurisdictions)
July 15, 2017	▪ FY 2017 **FEMA Quarterly Metrics Template** due to TDEM, Grant Technician, Finance and Grant Management (Templates will be emailed with proper instructions to all jurisdictions)
July 31, 2017	▪ 3rd Quarter **Financial Report** (April–June) due to TDEM, EMPG Auditor, Finance and Grant Management
September 30, 2017	▪ FY 2017 EMPG performance period ends
October 15, 2017	▪ EMPG 2nd semiannual cumulative **Progress Report** due to TDEM, Grant Technician, Finance and Grant Management
October 31, 2017	▪ 4th Quarter **Financial Report** (July–Sept.) due to TDEM, EMPG Auditor, Finance and Grant Management ▪ FY 2017 FEMA **Quarterly Metrics Template** due to TDEM, Grant Technician, Finance and Grant Management (Templates will be emailed with proper instructions to all jurisdictions).

Commissioners Court - Regular Session **47.**

Meeting Date: 12/19/2017

Pct 3 Rent Renewal

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 regarding lease renewal with Williamsburg Village Center, LP to support operations of Williamson County Commissioner, Pct. 3 for 2018.

Background

This rent renewal will last commissioner pct. 3 until the Georgetown Annex is complete. The rate increased by $50/month, which is substantially lower than the market rate at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Comm. 3 Rent Renewal

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/14/2017 09:28 AM
County Judge Exec Asst.	Wendy Coco	12/14/2017 10:01 AM
Form Started By: Rachel Rull		Started On: 12/14/2017 08:46 AM
Final Approval Date: 12/14/2017		

Williamsburg Village Center, LP
3201 Cherry Ridge, Suite B-209
San Antonio, Texas 78230

RE:

Landlord:	Williamsburg Village Center, LP
Tenant:	Williamson County
Lease:	Dated September 20, 2005
Premises:	Approximately 1,200 square feet in Landlord's Williamsburg Village Shopping Center at 3010 Williams Drive, Suite 153, Georgetown, TX 78628

Gentlemen:

Reference is made to the above captioned lease, together with all subsequent amendments and extensions thereto, collectively herein referred to as "Lease", for a term which shall terminate December 31, 2017. This letter agreement ("Renewal Letter"), when executed by the parties, amends the Lease as hereinafter set forth:

1. The term of the Lease is extended through September 30, 2018, unless sooner terminated in accordance with the terms of the Lease.

2. Effective January 1, 2018, the monthly minimum rental (exclusive of any additional charges) due and payable in accordance with the terms of the Lease shall be as follows:

January 1, 2018 – September 30, 2018: $1,370.00 per month

Except as otherwise expressly provided herein, the effective date of all of the terms and conditions of this Renewal Letter shall be deemed to be the date upon which the Renewal Letter is executed by Landlord.

AGREED AND ACCEPTED on the date signed by Landlord set forth below.

Landlord:	Tenant:
Williamsburg Village Center, LP	Williamson County
By: Williamsburg Village Center, GP LLC	
By: _____	By: _____
Name: _____	Name: _____
Title: MGR	Title: _____
Date: 11-1-17	Date: _____

Commissioners Court - Regular Session **48.**

Meeting Date: 12/19/2017

WCRAS Amendment

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 authorizing the county judge to execute an amendment to the Williamson County Regional Animal Shelter Interlocal Agreement.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA.shelter

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/14/2017 12:36 PM
County Judge Exec Asst.	Rebecca Clemons	12/14/2017 01:40 PM
Form Started By: Rachel Rull		Started On: 12/14/2017 11:56 AM
Final Approval Date: 12/14/2017		

SECOND AMENDMENT TO THE WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT TO THE WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER INTERLOCAL AGREEMENT ("First Amendment") is made and entered into effective this _____, by and between WILLIAMSON COUNTY; the CITY OF CEDAR PARK; the CITY OF HUTTO; the CITY OF LEANDER; the CITY OF ROUND ROCK; all of which are political subdivisions of the State of Texas ("the Parties").

WITNESSETH:

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

WHEREAS, each of the Parties has previously approved an Interlocal Agreement (the "Agreement") and a First Amendment (the "First Amendment") regarding the operation and maintenance of the Williamson County Regional Animal Shelter (the "Regional Shelter"); and,

WHEREAS, the Parties now desire to amend the Agreement and First Amendment as stated in this Second Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree to this Second Amendment to the Williamson County Regional Animal Shelter Interlocal Agreement as follows:

I.

That Article IV, Section 7 is hereby amended to read as follows:

7. Under the Agreement, the County was responsible for acquiring, owning and maintaining the Regional Shelter. The Parties now desire to share an undivided ownership interest in the Regional Shelter improvements, including the building(s) but excluding any real property. The undivided interest shall be as follows:

Williamson County	48.96 %
Cedar Park	10.21 %

Hutto	4.88 %
Leander	8.72 %
Round Rock	27.23 %

After the Second Amendment is approved, the County shall prepare an instrument conveying the above-described undivided ownership interests to each Party. The conveyance of the undivided ownership interests is specifically conditioned upon approval of each and every Party. Irrespective of the undivided ownership interests conveyed herein, no Party shall be entitled to any compensation for the undivided ownership interest if that Party elects to withdraw from the Agreement.

II.

MISCELLANEOUS

1. The Parties agree that in the event any provision of this Second Amendment is held by a court of competent jurisdiction to be in contradiction of any laws of the State of the Texas, the Parties will immediately rectify the offending portions of this Agreement. The Agreement and the First Amendment shall remain in full force and effect.

2. This Second Amendment constitutes the entire amendment of the Agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Second Amendment of the Agreement has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Second Amendment.

3. This Second Amendment shall be performable in Williamson County, Texas.

4. All other terms and conditions of the Agreement as previously approved by the Parties shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written.

(*The rest of this page left intentionally blank*)

WILLIAMSON COUNTY ATTEST:
Commissioners Court

By:_____ By:_____
DAN GATTIS NANCY RISTER
County Judge - County Clerk
Williamson County, Texas

CITY OF ROUND ROCK ATTEST:
City Council

By:_____ By:_____
CRAIG MORGAN SARA WHITE
Mayor - Round Rock, Texas City Secretary

CITY OF LEANDER ATTEST:
City Council

By:_____ By:_____
CHRIS FIELDER DARA CRABTREE
Mayor - Leander, Texas City Secretary

CITY OF CEDAR PARK ATTEST:
City Council

By:_____ By:_____
MATT POWELL LEANN QUINN
Mayor - Cedar Park, Texas City Secretary

CITY OF HUTTO ATTEST:
City Council

By:_____ By:_____
DOUG GAUL SETH GIBSON
Mayor - Hutto, Texas City Secretary

Commissioners Court - Regular Session **49.**

Meeting Date: 12/19/2017

Approval of Vehicle Purchase Road & Bridge FY18

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 approving the purchase of one (1) 2018 Chevrolet Silverado 3500 with Knapheide Service Body in the amount of $52,538.00 per Caldwell Country Chevrolet BuyBoard Contract # 521-16 to support the operations of the Williamson County Road & Bridge Department.

Background

This purchase is for the Road and Bridge Department. Please see attached quote for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/14/2017 08:32 AM
County Judge Exec Asst.	Wendy Coco	12/14/2017 09:43 AM
Form Started By: Thomas Skiles		Started On: 12/12/2017 01:54 PM
Final Approval Date: 12/14/2017		

CALDWELL COUNTRY CHEVROLET

VEHICLES

BUYBOARD BID 521-16

End User: WILLIAMSON COUNTY **Caldwell Rep:** MICHAEL WILEY

Contact: KEVIN TELLER **Phone/fax:** **254-773-8824 / 254-773-8808**

Phone/email: 512-943-3368 / kevin.teller@wilco.org **Date:** Thursday, November 30, 2017

Product Description: CHEVROLET SILVERADO 3500 **email:** mwiley@caldwellcountry.com

A. **Bid Series:** 458 **A. Base Price:** **$ 24,676.00**

B. **Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
C36403	2018 REGULAR CAB 4X2	$ 2,086.00		KNAPHEIDE SERVICE BODY	$ 25,376.00
	6.0L V8; 6-SPD AUTOMATIC	INCL		STELLAR 4420 CRANE	
	A/C; AM/FM RADIO	INCL			
	VINYL 40/20/40 SEAT	INCL			
	RUBBER FLOOR	INCL			
	POWER LOCKS	INCL			
	CRUISE CONTROL	INCL			
	84" CA DRW	INCL			
	MYLINK RADIO BLUETOOTH	INCL			

Total of B. Published Options: **$ 27,462.00**

C. **Unpublished Options [Itemize each below, not to exceed 25%]** **$=** 0.0 **%**

Options	Bid Price	Options	Bid Price
		WHITE	COLOR
		150-180 DAYS	DELIVERY

Total of C. Unpublished Options: **$ -**

D. **Pre-delivery Inspection:** **$ -**

E. **Texas State Inspection:** **$ -**

F. **Manufacturer Destination/Delivery:**

G. **Floor Plan Interest (for in-stock and/or equipped vehicles):** **$ -**

H **Lot Insurance (for in-stock and/or equipped vehicles):** **$ -**

I. **Contract Price Adjustment:** **$ -**

J. **Additional Delivery Charge:** 0 **miles** **$ -**

K. **Subtotal:** **$ 52,138.00**

L. **Quantity Ordered** 1 **x K =** **$ 52,138.00**

M. **Trade in:** **$ -**

N. **BUYBOARD FEE PER PURCHASE ORDER** **$ 400.00**

O. **TOTAL PURCHASE PRICE WITH BUYBOARD FEE** **$ 52,538.00**

Commissioners Court - Regular Session **50.**

Meeting Date: 12/19/2017

Awarding IFB 1711 203 Striping

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 # 1711-203 Striping to the lowest responsive bidder(s) DIJ Construction as primary vendor and TRP Construction as secondary vendor.

Background

This Striping IFB was distributed to 100+ vendors with 28 vendors reviewing the solicitation. Purchasing received 2 responses. After reviewing both bids received it has been recommended by the County Engineer that the Commissioners Court award DIJ Construction as the primary vendor and TRP Construction as the secondary vendor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter

Bid Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/14/2017 08:34 AM
County Judge Exec Asst.	Wendy Coco	12/14/2017 09:43 AM
Form Started By: Thomas Skiles		Started On: 12/12/2017 01:59 PM
Final Approval Date: 12/14/2017		

WILLIAMSON COUNTY
1848

December 6, 2017

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

Subject: Bid Number: 1711-203 – Striping

After reviewing all the pertinent information, it appears that DIJ Construction submitted the overall lowest and best quote for Striping. I recommend to the Williamson County Commissioner's Court that they award DIJ Construction as the primary vendor and TRP Construction as the secondary vendor.

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

Sincerely,

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

Bid Tabulation Packet
for
Solicitation 1711-203

Striping

Bid Designation: Public

Williamson County, Texas

Bid #1711-203 - Striping

Creation Date	**Nov 3, 2017**	End Date	**Dec 5, 2017 3:00:00 PM CST**
Start Date	**Nov 14, 2017 2:44:19 PM CST**	Awarded Date	**Not Yet Awarded**

1711-203-01-01 Please Attach All Documents To This Line

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
DIJ Construction	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
TRP Construction Group	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

f DIJ Construction $0.00

Bid Contact **Evan Floyd**
evan@dijconstruction.com
Ph 512-355-2766

Address **2332 CR 252**
Bertram, TX 78605

Agency Notes:

Supplier Notes:

Head Attch:

f TRP Construction Group $0.00

Bid Contact **Cory West**
coryw@trpconstructiongroup.com
Ph 817-341-9092

Address **HALTOM CITY, TX 76117**

Agency Notes:

Supplier Notes:

Head Attch:

**

DIJ Construction

Bid Contact **Evan Floyd**
evan@dijconstruction.com
Ph 512-355-2766

Address **2332 CR 252**
Bertram, TX 78605

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1711-203-01-01	Please Attach All Documents To This Line	**Supplier Product Code:**	**First Offer -**	1 / each	**Y**	**Y**
				Supplier Total	$0.00	

DIJ Construction

Item: **Please Attach All Documents To This Line**

Attachments

Bid_Sheet.pdf

Item #	BID ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	TY II (PAINT) UNIT PRICE	TY I (THERMO, 90 mil) UNIT PRICE
	RETRACE STRIPING				
1	REFL PAV MRK (Y) 4" (SLD)	20000	LF	$ 0.12	$ 0.36
2	REFL PAV MRK (Y) 4" (BRK)	5000	LF	$ 0.12	$ 0.36
3	REFL PAV MRK (W) 4" (SLD)	20000	LF	$ 0.12	$ 0.36
4	REFL PAV MRK (W) 4" (BRK)	5000	LF	$ 0.12	$ 0.36
5	REFL PAV MRK (W) 4" (PROFILE)	10000	LF	$ 0.01	$ 0.72
6	REFL PAV MRK (Y) 4" (PROFILE)	15000	LF	$ 0.01	$ 0.72
7	REF PAV MRK (W) (ARROW)	150	EA	$ 35.00	$ 80.00
8	REF PAV MRK (W) (DBL ARROW)	40	EA	$ 40.00	$ 100.00
9	REFL PAV MRK (Y) 8"(SLD)	9000	LF	$ 0.20	$ 0.40
10	REFL PAV MRK (W) 8"(SLD)	9000	LF	$ 0.24	$ 0.75
11	REFL PAV MRK (Y) 12"(SLD)	5000	LF	$ 1.00	$ 2.00
12	REFL PAV MRK (W) 12"(SLD)	5000	LF	$ 1.70	$ 3.90
	NEW STRIPING				
13	REFL PAV MRK (Y) 4" (SLD)	20000	LF	$ 0.17	$ 0.37
14	REFL PAV MRK (Y) 4" (BRK)	5000	LF	$ 0.17	$ 0.37
15	REFL PAV MRK (W) 4" (SLD)	20000	LF	$ 0.17	$ 0.37
16	REFL PAV MRK (W) 4" (BRK)	5000	LF	$ 0.17	$ 0.37
17	REFL PAV (W) 4" (PROFILE)	10000	LF	$ 0.01	$ 0.72
18	REFL PAV (Y) 4" (PROFILE)	15000	LF	$ 0.01	$ 0.72
19	REF PAV MRK (W) (ARROW)	150	EA	$ 40.00	$ 85.00
20	REF PAV MRK (W) (DBL ARROW)	40	EA	$ 45.00	$ 95.00
21	REFL PAV MRK (Y) 8"(SLD)	12500	LF	$ 0.20	$ 0.40
22	REFL PAV MRK (W) 8"(SLD)	12500	LF	$ 0.32	$ 0.75
23	REFL PAV MRK (Y) 12"(SLD)	10000	LF	$ 0.75	$ 1.50
24	REFL PAV MRK (W) 12"(SLD)	10000	LF	$ 1.75	$ 3.90
25	REF PAV MRK (W) 18" (YLD TRI)	100	EA	$ 6.00	$ 16.00
26	REF PAV MRK (W) 36" (YLD TRI)	100	EA	$ 10.00	$ 20.00

27	REFL PAV MRK (W) (WORD)	40	EA	$ 50.00	$ 140.00
28	REFL PAV MRK (W)(RR XING) (X RR)	20	EA	$ 190.00	$ 375.00
29	RE PM (ACC PRK)(WHT)(SYMBOL ONLY)	20	EA	$ 35.00	$ 80.00
30	JIGGLE BAR TILE TY W	100	EA	$ 10.00	$ 10.00
31	REFL PAV MRKR TY II (BLUE)	100	EA	$ 6.00	$ 6.00
32	REFL PAV MRKR TY II-C-R	5000	EA	$ 2.95	$ 2.95
33	REFL PAV MRKR TY I-C	5000	EA	$ 2.95	$ 2.95
34	REFL PAV MRKR TY II-A-A	5000	EA	$ 2.95	$ 3.10
35	TRAFFIC BUTTON TY Y	200	EA	$ 2.25	$ 2.25
36	TRAFFIC BUTTON TY W	200	EA	$ 2.25	$ 2.25
37	ELIM EXT PAV MRK & MRKS (4")	2000	LF	$ 0.55	$ 0.65
38	ELIM EXT PAV MRK & MRKS (8")	1000	LF	$ 1.00	$ 1.10
39	ELIM EXT PAV MRK & MRKS (12")	1000	LF	$ 2.00	$ 2.70
40	ELIM EXT PAV MRK & MRKS (SYMBOL)	100	SF	$ 2.75	$ 3.10
41	ELIM EXT (RAISED PAVEMENT MARKERS)	1000	EA	$ 0.50	$ 0.60
42	RUMBLE STRIP	1600	LF	$ 19.00	$ 19.00

TRP Construction Group

Item: **Please Attach All Documents To This Line**

Attachments

Copy of Bid Sheet.xlsx

Item #	BID ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	TY II (PAINT) UNIT PRICE	TY I (THERMO, 90 mil) UNIT PRICE
	RETRACE STRIPING				
1	REFL PAV MRK (Y) 4" (SLD)	20000	LF	$ 0.16	$ 0.23
2	REFL PAV MRK (Y) 4" (BRK)	5000	LF	$ 0.17	$ 0.24
3	REFL PAV MRK (W) 4" (SLD)	20000	LF	$ 0.16	$ 0.23
4	REFL PAV MRK (W) 4" (BRK)	5000	LF	$ 0.17	$ 0.24
5	REFL PAV MRK (W) 4" (PROFILE)	10000	LF	$ 0.65	$ 0.65
6	REFL PAV MRK (Y) 4" (PROFILE)	15000	LF	$ 0.65	$ 0.65
7	REF PAV MRK (W) (ARROW)	150	EA	$ 37.00	$ 53.00
8	REF PAV MRK (W) (DBL ARROW)	40	EA	$ 42.00	$ 60.00
9	REFL PAV MRK (Y) 8"(SLD)	9000	LF	$ 0.32	$ 0.45
10	REFL PAV MRK (W) 8"(SLD)	9000	LF	$ 0.32	$ 0.45
11	REFL PAV MRK (Y) 12"(SLD)	5000	LF	$ 1.92	$ 2.76
12	REFL PAV MRK (W) 12"(SLD)	5000	LF	$ 1.92	$ 2.76
	NEW STRIPING				
13	REFL PAV MRK (Y) 4" (SLD)	20000	LF	$ 0.16	$ 0.27
14	REFL PAV MRK (Y) 4" (BRK)	5000	LF	$ 0.17	$ 0.28
15	REFL PAV MRK (W) 4" (SLD)	20000	LF	$ 0.16	$ 0.27
16	REFL PAV MRK (W) 4" (BRK)	5000	LF	$ 0.17	$ 0.28
17	REFL PAV (W) 4" (PROFILE)	10000	LF	$ 0.97	$ 0.97
18	REFL PAV (Y) 4" (PROFILE)	15000	LF	$ 0.97	$ 0.97
19	REF PAV MRK (W) (ARROW)	150	EA	$ 37.00	$ 65.00
20	REF PAV MRK (W) (DBL ARROW)	40	EA	$ 42.00	$ 85.00
21	REFL PAV MRK (Y) 8"(SLD)	12500	LF	$ 0.32	$ 0.59
22	REFL PAV MRK (W) 8"(SLD)	12500	LF	$ 0.32	$ 0.59
23	REFL PAV MRK (Y) 12"(SLD)	10000	LF	$ 1.92	$ 3.00
24	REFL PAV MRK (W) 12"(SLD)	10000	LF	$ 1.92	$ 3.00
25	REF PAV MRK (W) 18" (YLD TRI)	100	EA	$ 10.00	$ 20.00
26	REF PAV MRK (W) 36" (YLD TRI)	100	EA	$ 15.00	$ 30.00
27	REFL PAV MRK (W) (WORD)	40	EA	$ 50.00	$ 85.00
28	REFL PAV MRK (W)(RR XING) (X RR)	20	EA	$ 200.00	$ 418.00
29	RE PM (ACC PRK)(WHT)(SYMBOL ONLY)	20	EA	$ 25.00	$ 42.00
30	JIGGLE BAR TILE TY W	100	EA	$ 10.00	$ 10.00
31	REFL PAV MRKR TY II (BLUE)	100	EA	$ 4.00	$ 4.00
32	REFL PAV MRKR TY II-C-R	5000	EA	$ 2.88	$ 2.88
33	REFL PAV MRKR TY I-C	5000	EA	$ 2.88	$ 2.88

34	REFL PAV MRKR TY II-A-A	5000	EA	$ 2.88	$ 2.88
35	TRAFFIC BUTTON TY Y	200	EA	$ 2.60	$ 2.60
36	TRAFFIC BUTTON TY W	200	EA	$ 2.60	$ 2.60
37	ELIM EXT PAV MRK & MRKS (4")	2000	LF	$ 0.75	$ 0.75
38	ELIM EXT PAV MRK & MRKS (8")	1000	LF	$ 1.50	$ 1.50
39	ELIM EXT PAV MRK & MRKS (12")	1000	LF	$ 2.00	$ 2.00
40	ELIM EXT PAV MRK & MRKS (SYMBOL)	100	SF	$ 2.00	$ 2.00
41	ELIM EXT (RAISED PAVEMENT MARKERS)	1000	EA	$ 0.50	$ 0.50
42	RUMBLE STRIP	1600	LF	$ 7.00	$ 7.00

Commissioners Court - Regular Session **51.**

Meeting Date: 12/19/2017

Awarding RFQ 1602-057-5 Materials Testing Brushy Creek Trail Champion Park

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 RFQ # 1602-057-5 Geotechnical Engineering and Materials Testing to ECS Southwest, LLP for Construction Materials Testing and Inspection for the Brushy Creek Trail at Champion Park Project and authorizing execution of the agreement.

Background

This award is from prequalified list RFQ # 1602-057. An evaluation was held using the scope of work for the Brushy Creek Trail at Champion Park Project and the committee scored ECS Southwest, LLP the highest and after fee negotiations has recommended them for award. The attached agreement was drafted by Legal and approved by Contract Audit.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Evaluation Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/14/2017 08:35 AM
County Judge Exec Asst.	Wendy Coco	12/14/2017 09:43 AM
Form Started By: Thomas Skiles		Started On: 12/12/2017 02:07 PM
Final Approval Date: 12/14/2017		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **ECS Southwest, LLP, doing business by and through its General Manager, Engineering Consulting Services, Ltd. ("Engineer")**
ADDRESS: **2120 Denton Drive, Suite 105-104, Austin, Texas 78758**
PROJECT: **Construction Materials Testing and Inspection for the Brush Creek Trail at Champions Park Project ("Project")**

THE STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time

as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **$8,000.00** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

[a] *See also*, Art. 32(P) "Termination of Work Authorization".

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a

[b] *See* Art. 6, *supra.*

Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Parks Director
Attn: Randy Bell
219 Perry Mayfield
Leander, TX 78641, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

ECS Southwest, LLP
Attn: Ron Boydston
Department Manager, Construction Testing Services
2120 Denton Drive, Suite 105-104
Austin, Texas 78758

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such

individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved

under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the

preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM

AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its

subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure
   c/o: Director of Department of Infrastructure
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Dept. of Infrastructure
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: ECS Southwest, LLP
Attn: Ron Boydston
Department Manager, Construction Testing Services
2120 Denton Drive, Suite 105-104
Austin, Texas 78758

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

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

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract 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 or employees, 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract 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.

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County

fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE

WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20____

ENGINEER

ECS Southwest, LLP, doing business by and through its General Manager, Engineering Consulting Services, Ltd.

By Robert L Mashewske

Printed Name: Robert L. Mashewske

Title: Sr. Vice President

Date: Dec. 7th, 2017

SUBSCRIBED and sworn to before me the undersigned authority by Robert Mashewske the Sr Vice President / Manager of **ENGINEER**, on behalf of said firm.

KALYN WHITE
Notary Public, State of Texas
My Commission Expires
August 25, 2018

Kalyn White
Notary Public in and for the
State of Texas

My commission expires: 8/25/2018

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

ECS Southwest, LLP, doing business by and through its
General Manager, Engineering Consulting Services, Ltd.
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of _____, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT B

ENGINEERING SERVICES

Summary of Scope of Services: ENGINEER is to perform construction materials testing and inspection of the Project which includes the following:

EARTHWORK/FOUNDATIONS:
1. Perform appropriate laboratory testing on materials proposed for use as fill, backfill, and paving subgrade in accordance with project specifications. Testing may include:
a. Grain Size Distribution, ASTM D-422
b. Liquid and Plastic (Atterberg) Limits, D-4318
c. Proctor Moisture Density Relationships, ASTM D-698 and TEX-113-E
2. Observe conditions of bottom of excavations prior to foundation and/or slab preparation, including proof rolling and other testing of subgrades; note seepage of water, and suggest and observe corrective measures at problem areas.
3. Perform in-place density tests as required by project specifications, and test each lift for compaction.
4. Observe surface bearing of soils at foundation subgrades to document that the materials are consistent with the intent of the geotechnical report through correlation of soil boring data and reference to approved drawings.
5. Document the bearing conditions of soils at foundation element subgrades.
6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

CAST-IN-PLACE CONCRETE:

1. Test and report concrete for compliance with the provisions of ACI 318, 301, 214, 304, 305 and 306, local building codes, generally accepted construction practices, and specific project requirements.
2. Observe placement of reinforcing steel and document proper size, grade, spacing, cleanliness, length, location and type of splices, and report compliance with project plans and specifications.
3. Sample concrete at the frequency stated in the project specifications and perform the following tests and functions:
a. Confirm mix design
b. Slump
c. Air Content
d. Temperature
e. Batch-to-placement time
f. Cast test cylinders
g. Cast Flexural Strength Beams
Sampling, testing, and curing of specimens in the field shall be performed in accordance with applicable ASTM guidelines and project requirements. Additional tests shall be performed as

needed in the event deficiencies are encountered. Compliance with extreme weather procedures will also be documented.
4. Cure and test concrete cylinders in the laboratory as directed by the project specifications and in accordance with ASTM C-31 and C-39.
5. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

STRUCTURAL STEEL:

1. Document welder certifications to confirm that all welders have current certifications for welding operations that they perform.
2. Perform the following functions related to structural steel erection in the field:
a. Visual observation of welded and bolted connections.
b. Examine tightness of at least 15% of high strength bolts at random.
c. Perform ultrasonic testing on full penetration welds in accordance with project specifications.
d. Perform additional testing in accordance with specifications if maximum allowable rejection rates are exceeded.
3. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.
PAVING:
1. Observe proof rolling of subgrades, and suggest and observe corrective action at excessively soft areas prior to placement of subbase course.
2. Observe placement of subbase course and perform appropriate in-place density tests as directed by specifications and the project Geotechnical report.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and ECS Southwest, LLC (the "Engineer").

Part1. 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 _____.

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 _____ ____, 20_____. 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:	COUNTY:
ECS Southwest, LLP, doing business by and through its General Manager, Engineering Consulting Services, Ltd.	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	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

EXHIBIT D

RATE SCHEDULE

FIELD SERVICES UNIT RATE

1. Certified Engineering Technician	$ 48.00/hour
2. Structural Steel Inspector (AWS/CWI)	$ 75.00/hour
3. Nuclear Gauge Fee	$ 50.00/trip
4. Field Lime Sieve Analysis/Gradation	$ 50.00/each
5. Field Lime Depth Check	$ 50.00/each
6. Vehicle Trip Charge	$ 35.00/trip

ENGINEERING/ADMINISTRATIVE SERVICES

1. Project Engineer/Manager	$ 95.00/hour
2. Principal Engineer	$ 150.00/hour

LABORATORY and RELATED SERVICES

1. Compressive strength testing, curing & disposal of concrete cylinders	$ 14.00/each
2. Moisture/Density Relationships ASTM/TxDOT	$ 175.00/each
3. Atterberg Limits Tests	$ 65.00/each
4. Washed Sieve Analysis/Gradation	$ 85.00/each
5. Asphalt Extraction/Gradation	$ 225.00/each
6. Maximum Theoretical Specific Gravity	$ 55.00/each
7. Molding, Density, and Hveem Stability (set of 3)	$ 175.00/each
8. Asphalt Coring Equipment	$ 60.00/each
9. Density and Thickness of Asphalt Cores	$ 45.00/each

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater

amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

EVALUATION CERTIFICATION OF MATERIAL TESTING FOR THE CHAMPION PARK IMPROVEMENT PROJECT
1602-057-5

		1	2	3	4	5	6	7	8	9	10	11	12
	Maximum Score Points	**Alliance Geotechnical Group**	**Balcones Geotechnical**	**Drash Consultants**	**ECS Texas**	**Fugro Consultants**	**Kleinfelder**	**PaveTex Engineering and Testing**	**PSI Professional Service Industries**	**RABA Kistner**	**Rock Engineering & Testing Laboratory (RETL)**	**Rodriguez Engineering Laboratories**	**Terracon**
Earthwork sampling and testing Knowledge and Experience	**25**	23	20	20	23	20	20	20	20	23	20	23	23
Reinforced concrete testing and inspection Knowledge and Experience	**25**	23	20	20	23	23	20	23	20	23	20	23	23
Structural steel building inspection Knowledge and Experience	**25**	10	0	15	20	5	20	0	15	5	15	0	5
Structural steel weld inspection and testing	**25**	10	0	15	20	10	20	0	15	10	15	0	5
TOTAL	**100**	**66**	**40**	**70**	**86**	**58**	**80**	**43**	**70**	**61**	**70**	**46**	**56**

Voting Member
Yes or No

Signature

Date

[redacted]

Commissioners Court - Regular Session **52.**

Meeting Date: 12/19/2017

Merchant Credit Card contract agreement 3 month extension

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 temporary exception to competitive bidding and extend the current Merchant Credit Card contract with Certified Payments for an additional three months through March 31, 2018 in support of necessary county operations, including but not limited to law enforcement and safety.

Background

Proposals have been received under RFP #1708-179 for new contract services and are currently going through evaluation with expected completion date to be on or before April 1, 2018. The new contract term would be from date of court award for 12 months with 3 annual renewal options pending court approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Certified Payments extension agreement letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/14/2017 08:52 AM
County Judge Exec Asst.	Wendy Coco	12/14/2017 09:43 AM
Form Started By: Dianne West		Started On: 12/12/2017 04:14 PM
Final Approval Date: 12/14/2017		

100 Throckmorton Street, Suite 200
Fort Worth, TX 76102
(866) 539-2020

December 12, 2017

Williamson County
Attn: Dianne West, Dianne.West@Wilco.org
710 Main Street, Suite 101
Georgetown, TX 78626

Re: Service Provider Agreement between Williamson County, Texas and Certified Payments dated December 12, 2013 (the "SPA")

To Whom It May Concern:

As requested, this letter will confirm that the SPA will continue in force per its existing terms, until either party terminates the SPA as provided therein or the RFP is awarded.

Sincerely,

Alan R. Struble
VP & General Counsel

cc: Williamson County
c/o Dan A. Gattis, County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

H:\Exec\Legal\ACC\ServiceProviderAgr\WilliamsonCty\Continuation.docx

Commissioners Court - Regular Session **53.**

Meeting Date: 12/19/2017

Approval of Vehicle Purchase Road & Bridge FY18

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 approving the purchase of three (3) 2019 Freightliner M2-106 in the amount of $246,325.00 per Freightliner of Austin BuyBoard Contract # 521-16 to support the operations of the Williamson County Road & Bridge Department.

Background

This purchase is for Road & Bridge dump truck chassis. Please see attached quote for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/14/2017 08:38 AM
County Judge Exec Asst.	Wendy Coco	12/14/2017 09:43 AM
Form Started By: Thomas Skiles		Started On: 12/13/2017 10:44 AM
Final Approval Date: 12/14/2017		

FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721
Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 12-06-2017

PURCHASING NAME			TELEPHONE
Williamson County			512-943-3368
ADDRESS	CITY	STATE	ZIP CODE
3151 SE Inner Loop	Georgetown	Tx	78626

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2019	Freightliner	M2-106	Order	

MILEAGE:	
Tx Buy Board 516-16	
Item #4	
2019 Freightliner M2-106 chassis to include	79,485.00
Cummins ISB, 10 spd manual trans	
0x 7/9yd, elec tarp, quote # 101428	
swenson hyd hook up (with supplied kit)	
Extended engine warranty 5yr/200K	2,490.00
Trans , Towing	
Total Each	$81,975.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller , *Freightliner of Austin* , hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin, neither* assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrieds any contrary provisions in the contract of sale. "

MILEAGE:			TRADE-IN	
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE:			TRADE-IN	
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

		TOTAL	81,975.00
PAYOFF TO:		Trade Allowance	
ADDRESS:		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt.:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	81,975.00
DATED: LIEN AMOUNT $	License:	Payoff on Trade	
DRAFT FOR $	Title:	Ext. Service Agreement	
DRAFT THRU:	Transfer:	Less Deposit	
ADDRESS:		Total Balance Due	81,975.00

Commissioners Court - Regular Session **54.**

Meeting Date: 12/19/2017

Approval for Const. #1 vehicle's

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the approval of 6 vehicle's for Constable #1 office with Defender Supply/Holiday Chevrolet, in the amount of $313,404.02, through the Tarrant County Coop 2016-006. See attached quotes.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vehicle 1

Vehicle 2

Vehicle 3

Vehcile 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 08:25 AM
Form Started By: Jayme Jasso		Started On: 12/13/2017 03:42 PM
Final Approval Date: 12/14/2017		

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	12/8/2017
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641

Bill To
Williamson County TX PCT. 1 Constable Sgt. Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Mike Pendley # 5101
Customer Phone	512-943-1327
Customer E-mail	mpendley@wilco.org
Estimate #	17854

2017 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
2017 Chevrolet Tahoe RWD 9C1 Police Pursuit Vehicle with EcoTec3 5.3-liter, Dual Batteries, Heavy Duty Locking Differential, OnStar with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Tow Hooks. (No Spotlight) (Purchased Through Holiday Chevrolet).	Vehicle Description	1	32,559.45	32,559.45
Vehicle Sold for $32,559.44 - Total Sales Price is $52,138.00 - One Unit - Ghost Graphic Slick Top Unit				
Vehicle is Purchased Through Holiday Chevrolet (Johnson – Grayson Automotive) using The Tarrant County Cooperative Contract # 2016-006				
Add: AMF - 6 Additional Key FOB's $66.00 5HP - 6 Additional Keys $41.00 BTV - Remote Start $300.00 Total - $407.00				
Black Units - Ghost Graphic Slick Top Unit				
Vin #				
Customer PO #				
Title Vehicle As: Williamson County TX SO 710 S. Main St. Ste. 301 Georgetown, TX 78626				
Unity driver side halogen spotlight, shaft, handle and mount for a 2015+ Tahoe (LED replacement bulb sold separately)		1	252.64	252.64
Whelen LED 8 Degree Spotlight Replacement		1	115.00	115.00
Whelen Inner Edge for 2015+ Chevy Tahoe 9C1, Suburban, 2014+ Chevy Silverado-1500/2500/3500, Twelve 6-LED DUO™ Lamps, Upper Front Unit, Two Piece, Individual Driver and Passenger Side Units		1	1,006.52	1,006.52
Whelen Cencon Sapphire Siren System		1	810.00	810.00
Whelen 100 Watt Speaker		1	108.90	108.90
Whelen Behind the Grill Siren Speaker Universal Swivel Bail Type Mounting Bracket		1	24.68	24.68
Whelen Low Frequency Howler Siren System		1	485.00	485.00
Plastix Plus console for a 2015+ Tahoe with Whelen Cencon Siren Controller & Motorola APX7500/DB/Dash Mount Q5 Control Head		1	630.00	630.00

Vehicle and Emergency Equipment Total

Quantity Ordered 1

Total Vehicle Order Cost $52,138.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	12/8/2017
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641

Bill To
Williamson County TX PCT. 1 Constable Sgt. Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Mike Pendley # 5101
Customer Phone	512-943-1327
Customer E-mail	mpendley@wilco.org
Estimate #	17854

2017 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Plastix Plus Padded Arm Rest		1	65.00	65.00
Plastix Plus Computer Post # POST		1	75.00	75.00
Plastix Plus RTPL Rotating Swivel Plate # RTPL		1	50.00	50.00
Plastix Plus Off Set Plate # MP-410 10" Offset Plate		1	48.00	48.00
Plastix Plus Rotating Angle Plate # RSPBS		1	61.00	61.00
Plastix Plus VMA-LO Universal Laptop/Tablet Mount Kit # VMA-LO		1	103.00	103.00
Troy Mic Brackets		2	8.91	17.82
3 Additional 12Volt DC Heavy Duty Electrical Power Socket w/moisture cover - Mounted on Right Side of Console		3	3.32333	9.97
Stinger DS LED - 12V DC Steady Charge - Mounted to Side of Console		1	100.00	100.00
Compartment Light, Split Red/White - Mounted over Console		1	48.71	48.71
Docking station for Panasonic CF-54 - # HV-DS-PAN-422-2		1	700.00	700.00
Make & Model of Customer Supplied Laptop - Panasonic CF-54 Does the of Customer Supplied Laptop have Docking Capabilities - Yes Is the of Customer Supplied Laptop a No RF, Single RF or Dual RF - Dual RF with External power supply Does the of Customer Supplied Laptop have a built-in power supply - Wire for power please.				
Make & Model of Customer Supplied Police Radio - Motorola APX7500/DB/Dash Mount O5 Control head - Customer to Install, Please Pre-Wire - Customer to Provide the Roof Antennas. Does the Customer Supplied Police Radio need to be “Hot”, Powered all the time or on Ignition - On Ignition Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece What is the Frequency of Customer Supplied Police Radio - 800Mhz				
Two Way 800 MHZ Radio Antenna & Coax Cable		1	30.67	30.67
Whelen Solid State Chevrolet Tahoe Headlight/Taillight Flasher		1	63.56	63.56
Go Industries Push Bumper for the 2015+ Tahoe		1	233.90	233.90
2 Whelen M4 Lightheads (1 Red, 1 Blue) Mounted on Push Bumper w/Brackets		1	246.44	246.44
Whelen IONJ Red/Blue Spilt Head LED's W/Swivel Mounts - Mounted on Sides of Push Bumper		2	106.92	213.84
Whelen ION LED IONK1B with Swivel Bracket in Black - Mounted on Sides of Push Bumper		2	19.305	38.61
Whelen 360 Degree LED Side Emitter Light Head - Clear - Mounted in Daytime Running Lights		2	76.67	153.34

Vehicle and Emergency Equipment Total

Quantity Ordered	1

Total Vehicle Order Cost **$52,138.00**

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SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	12/8/2017
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641

Bill To
Williamson County TX PCT. 1 Constable Sgt. Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Mike Pendley # 5101
Customer Phone	512-943-1327
Customer E-mail	mpendley@wilco.org
Estimate #	17854

2017 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Whelen Dual Avenger LED Red/Blue - Mounted in Rear Side Glass		2	162.215	324.43
Whelen ION (1) Red & (1) ION Blue Mounted on Rear License Plate Bracket at Rear License Plate		1	184.31	184.31
Whelen TAD8RB Traffic Advisor & Mounting Bracket in Red/Amber/Blue - with On/Off Override Kill Switch to Turn Off Light Stick when Rear Liftgate is Opened.		1	434.81	434.81
HG2 - 66" Running Board Light for 2015+ Red/Blue		1	691.90	691.90
Setina Free-Standing Dual Weapon Lock with Two Universal Locks and Handcuff Key Override - Truck/SUV		1	550.13	550.13
No Partition, Cargo Cage or Window Bars				
Compartment Light, Split Red/White - Mounted on Rear Liftgate		2	48.71	97.42
L3 Flashback HD Video System		1	4,898.00	4,898.00
L3/Mobile Vision Rear Cam - Mount rear facing camera at the back window		1	290.00	290.00
L3 Crash-Bat2		1	190.00	190.00
Plastic Plus Rear Cargo Box with Side Plate with Push Button Lock & Key Override Option. # TAH11L3PV-SD (passenger side)		1	1,450.00	1,450.00
Printed Reflective Ghost Graphics for Customer's Department with Installation by Mike Glass		1	690.00	690.00
Window Tint - All Windows - Medium Size SUV (Tahoe) - Please tint all windows 5% please		1	275.95	275.95
Dealer Prep		1	130.00	130.00
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	140.00	140.00
Defender Supply wiring harness, Top Hat Timer and Blue Sea power distribution block		1	365.00	365.00
Installation of Above Emergency Equipment & Customer Supplied Roof Antennas & External power supply for Panasonic CF-31		37	85.00	3,145.00
Customer to Pick Up Vehicle				

Vehicle and Emergency Equipment Total	**$52,138.00**
Quantity Ordered	1

Total Vehicle Order Cost	**$52,138.00**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE _____

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	12/8/2017
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641

Bill To
Williamson County TX PCT. 1 Constable Sgt. Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Mike Pendley # 5101
Customer Phone	512-943-1327
Customer E-mail	mpendley@wilco.org
Estimate #	18906

2018 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
2018 Chevrolet Tahoe RWD 9C1 Police Pursuit Vehicle with EcoTec3 5.3-liter, Dual Batteries, Heavy Duty Locking Differential, OnStar with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Tow Hooks. (No Spotlight) (Purchased Through Holiday Chevrolet).	Vehicle Description	1	32,559.45	32,559.45
Vehicle Sold for $32,559.44 - Total Sales Price $53,336.00 - One Unit - Ghost Patrol Unit				
Vehicle is Purchased Through Holiday Chevrolet (Johnson – Grayson Automotive) using The Tarrant County Cooperative Contract # 2016-006				
Add: AMF - 6 Additional Key FOB's $66.00 5HP - 6 Additional Keys $41.00 BTV - Remote Start $300.00 Total - $407.00				
Vin #'s Ghost Patrol Unit				
Customer PO #				
Title Vehicle As: Williamson County TX SO 710 S. Main St. Ste. 301 Georgetown, TX 78626				
Unity driver side halogen spotlight, shaft, handle and mount for a 2015+ Tahoe (LED replacement bulb sold separately)		1	252.64	252.64
Whelen LED 8 Degree Spotlight Replacement		1	115.00	115.00
Whelen Inner Edge for 2015+ Chevy Tahoe 9C1, Suburban, 2014+ Chevy Silverado-1500/2500/3500, Twelve 6-LED DUO™ Lamps, Upper Front Unit, Two Piece, Individual Driver and Passenger Side Units		1	1,006.52	1,006.52
Whelen Cencon Sapphire Siren System		1	810.00	810.00
Whelen 100 Watt All Weather Heavy Duty Composite Siren Speaker		1	108.90	108.90
Whelen Behind the Grill Siren Speaker Bracket - Universal Swivel Bail Type Mounting Bracket		1	24.68	24.68
Whelen Low Frequency Howler Siren System		1	485.00	485.00
Troy Products Dash Contour Console Includes 2" USB plate, Arm Rest, Dual Cup Holder & Mic Clip.		1	354.35	354.35
Stinger DS LED - 12V DC Steady Charge - Mounted to Side of Console		1	99.32	99.32

Vehicle and Emergency Equipment Total

Quantity Ordered 1

Total Vehicle Order Cost $53,336.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	12/8/2017
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641

Bill To
Williamson County TX PCT. 1 Constable Sgt. Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Mike Pendley # 5101
Customer Phone	512-943-1327
Customer E-mail	mpendley@wilco.org
Estimate #	18906

2018 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
3 Additional 12Volt DC Heavy Duty Electrical Power Socket w/moisture cover - Mounted on Right Side of Console		3	3.33333	10.00
Compartment Light, Split Red/White - Mounted over Console		1	48.71	48.71
Docking station for CF30/31 (power supply included)		1	650.32	650.32
Troy Computer Stand (console mounted), Height Adjustable with Swing Arm & 360 Degree Platform Rotate		1	285.12	285.12
Make & Model of Customer Supplied Laptop - Panasonic CF-31 Does the of Customer Supplied Laptop have Docking Capabilities - Yes Is the of Customer Supplied Laptop a No RF, Single RF or Dual RF - Dual RF with External power supply Does the of Customer Supplied Laptop have a built-in power supply - Wire for power please.				
Make & Model of Customer Supplied Police Radio - Motorola APX7500/DB/Dash Mount O5 Control head - Customer to Install, Please Pre-Wire - Customer to Provide the Roof Antennas. Does the Customer Supplied Police Radio need to be "Hot", Powered all the time or on Ignition - On Ignition Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece What is the Frequency of Customer Supplied Police Radio - 800Mhz				
Two Way 800 MHZ Radio Antenna & Coax Cable		1	30.67	30.67
Whelen Solid State Chevrolet Tahoe Headlight/Taillight Flasher		1	63.56	63.56
Go Industries Push Bumper for the 2015+ Tahoe		1	233.90	233.90
2 Whelen M4 Lightheads (1 Red, 1 Blue) Mounted on Push Bumper w/Brackets		1	246.44	246.44
Whelen IONJ Red/Blue Spilt Head LED's W/Swivel Mounts - Mounted on Sides of Push Bumper		2	106.92	213.84
Whelen ION LED IONK1B with Swivel Bracket in Black - Mounted on Sides of Push Bumper		2	19.305	38.61
Whelen 360 Degree LED Side Emitter Light Head - Clear - Mounted in Daytime Running Lights		2	76.67	153.34
Whelen Mirror Beam for 2015+ Tahoe (RED/BLUE split)		1	234.63	234.63
Whelen Dual Avenger LED Red/Blue		2	162.215	324.43
Whelen ION (1) Red & (1) ION Blue Mounted on Rear License Plate Bracket at Rear License Plate		1	184.31	184.31

Vehicle and Emergency Equipment Total

Quantity Ordered 1

Total Vehicle Order Cost $53,336.00

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SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	12/8/2017
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641

Bill To
Williamson County TX PCT. 1 Constable Sgt. Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Mike Pendley # 5101
Customer Phone	512-943-1327
Customer E-mail	mpendley@wilco.org
Estimate #	18906

2018 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Whelen TAD8RB Traffic Advisor & Mounting Bracket in Red/Amber/Blue - with On/Off Override Kill Switch to Turn Off Light Stick when Rear Liftgate is Opened.		1	434.81	434.81
HG2 - 66" Running Board Light for 2015+ Red/Blue		1	691.90	691.90
Center Sliding Polycarbonate Window for 2015+ Tahoe (Includes Recessed Panel and Pair of Bucket Seat Extension Panels)		1	533.28	533.28
Dual T-Rail Weapon Lock with Timer & Handcuff Adjustable Locks		1	280.79	280.79
Pro-Gard Charcoal Grey ABS Standard Straight Back Transport Seat with Wire Mesh Screen and Outboard Seat Belts for 2015+ Chevrolet Tahoe		1	1,011.11	1,011.11
One pair of steel window barriers for 2015+ Tahoe (for use with O.E.M. door panels only)		1	149.00	149.00
Compartment Light, Split Red/White - Mounted on Rear Liftgate		2	48.71	97.42
L3 Flashback HD Video System		1	4,898.00	4,898.00
L3/Mobile Vision Rear Cam		1	290.00	290.00
L3 Crash-Bat2		1	190.00	190.00
Plastic Plus Rear Cargo Box with Side Plate with Push Button Lock & Key Override Option.		1	1,450.00	1,450.00
Printed Reflective Ghost Graphics for Customer's Department with Installation by Mike Glass		1	690.00	690.00
Window Tint - All Windows - Medium Size SUV (Tahoe) - Tint all Windows 5% please		1	275.95	275.95
Dealer Prep		1	130.00	130.00
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	140.00	140.00
Defender Supply wiring harness, Top Hat Timer and Blue Sea power distribution block		1	365.00	365.00
Installation of Above Emergency Equipment & Customer Supplied Roof Antennas & External power supply for Panasonic CF-31 & Cradle Point Roof Antennas		37	85.00	3,145.00
Customer to Pick Up Vehicle				

Vehicle and Emergency Equipment Total	$53,336.00
Quantity Ordered	1

Total Vehicle Order Cost	$53,336.00

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SIGNATURE _____

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	12/8/2017
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641

Bill To
Williamson County TX PCT. 1 Constable Sgt. Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Mike Pendley # 5101
Customer Phone	512-943-1327
Customer E-mail	mpendley@wilco.org
Estimate #	17354

2018 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
2018 Chevrolet Tahoe RWD 9C1 Police Pursuit Vehicle with EcoTec3 5.3-liter, Dual Batteries, Heavy Duty Locking Differential, OnStar with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Tow Hooks. (No Spotlight) (Purchased Through Holiday Chevrolet).	Vehicle Description	1	32,559.44	32,559.44
Vehicle Sold for $32,559.44 - Total Sales Price $54,723.00 - One Unit - Lightbar Patrol Unit				
Vehicle is Purchased Through Holiday Chevrolet (Johnson – Grayson Automotive) using The Tarrant County Cooperative Contract # 2016-006				
Add: AMF - 6 Additional Key FOB's $66.00 5HP - 6 Additional Keys $41.00 BTV - Remote Start $300.00 Total - $407.00				
Black Units - Lightbar Unit				
Vin #'s				
Customer PO #				
Title Vehicle As: Williamson County TX SO 710 S. Main St. Ste. 301 Georgetown, TX 78626				
Unity driver side halogen spotlight, shaft, handle and mount for a 2015+ Tahoe (LED replacement bulb sold separately)		1	252.64	252.64
Whelen LED 8 Degree Spotlight Replacement		1	115.00	115.00
Whelen Legacy 54" Light Bar Package with Siren, Siren Speaker, Speaker Bracket & Strap Kits. Light Bar includes Take Downs, Alleys and R/W/B/W Front Configuration with Red/Amber/Blue/Amber Rear Configuration with Siren Mounted Behind the Grill.				2,835.91
Whelen Low Frequency Howler Siren System		1	485.00	485.00
Troy Products Dash Contour Console Includes 2" USB plate, Arm Rest, Dual Cup Holder & Mic Clip.		1	354.35	354.35
3 Additional 12Volt DC Heavy Duty Electrical Power Socket w/moisture cover - Mounted on Right Side of Console		3	3.07333	9.22

Vehicle and Emergency Equipment Total

Quantity Ordered	1

Total Vehicle Order Cost **$54,723.00**

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845 West FM 407
Argyle, TX 76226

Date	12/8/2017
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641

Bill To
Williamson County TX PCT. 1 Constable Sgt. Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Mike Pendley # 5101
Customer Phone	512-943-1327
Customer E-mail	mpendley@wilco.org
Estimate #	17354

2018 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Compartment Light, Split Red/White - Mounted over Console		1	48.71	48.71
Docking station for CF30/31 (power supply included)		1	650.32	650.32
Stinger DS LED - 12V DC Steady Charge - Mounted to Side of Console		1	100.00	100.00
Troy Computer Stand (console mounted), Height Adjustable with Swing Arm & 360 Degree Platform Rotate		1	285.12	285.12
Make & Model of Customer Supplied Laptop - Panasonic CF-31 Does the of Customer Supplied Laptop have Docking Capabilities - Yes Is the of Customer Supplied Laptop a No RF, Single RF or Dual RF - Dual RF with External power supply Does the of Customer Supplied Laptop have a built-in power supply - Wire for power please.				
Make & Model of Customer Supplied Police Radio - Motorola APX7500/DB/Dash Mount O5 Control head - Customer to Install, Please Pre-Wire for One Piece Radios - Customer to Provide the Roof Antennas. Does the Customer Supplied Police Radio need to be “Hot”, Powered all the time or on Ignition - On Ignition Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece What is the Frequency of Customer Supplied Police Radio - 800Mhz				
Two Way 800 MHZ Radio Antenna & Coax Cable		1	30.67	30.67
Whelen Solid State Chevrolet Tahoe Headlight/Taillight Flasher		1	63.56	63.56
Go Industries Push Bumper for the 2015+ Tahoe		1	233.90	233.90
2 Whelen M4 Lightheads (1 Red, 1 Blue) Mounted on Push Bumper w/Brackets		1	246.44	246.44
Whelen IONJ Red/Blue Spilt Head LED's W/Swivel Mounts - Mounted on Sides of Push Bumper		2	106.92	213.84
Whelen ION LED IONK1B with Swivel Bracket in Black - Mounted on Sides of Push Bumper		2	19.305	38.61
Whelen 360 Degree LED Side Emitter Light Head - Clear - Mounted in Daytime Running Lights		2	76.67	153.34
Whelen Mirror Beam for 2015+ Tahoe (RED/BLUE split)		1	234.63	234.63
Whelen Dual Avenger LED Red/Blue		2	162.215	324.43

Vehicle and Emergency Equipment Total

Quantity Ordered 1

Total Vehicle Order Cost $54,723.00

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DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	12/8/2017
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641

Bill To
Williamson County TX PCT. 1 Constable Sgt. Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Mike Pendley # 5101
Customer Phone	512-943-1327
Customer E-mail	mpendley@wilco.org
Estimate #	17354

2018 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Whelen ION (1) Red & (1) ION Blue Mounted on Rear License Plate Bracket at Rear License Plate		1	184.31	184.31
Whelen TAD8RB Traffic Advisor & Mounting Bracket in Red/Amber/Blue - with On/Off Override Kill Switch to Turn Off Light Stick when Rear Liftgate is Opened.		1	434.81	434.81
HG2 - 66" Running Board Light for 2015+ Red/Blue		1	691.90	691.90
Center Sliding Polycarbonate Window for 2015+ Tahoe (Includes Recessed Panel and Pair of Bucket Seat Extension Panels)		1	533.28	533.28
Dual T-Rail Weapon Lock with Timer & Handcuff Adjustable Locks		1	280.79	280.79
Charcoal Grey ABS, Standard Transport Seat (straight back) w/ 7 Ga. Steel Screen Window Cargo Barrier & Seat Mount Kit (2015+ Tahoe)		1	702.24	702.24
Pro-Gard Charcoal Grey ABS Standard Straight Back Transport Seat with Wire Mesh Screen and Outboard Seat Belts for 2015+ Chevrolet Tahoe		1	1,011.12	1,011.12
One pair of steel window barriers for 2015+ Tahoe (for use with O.E.M. door panels only)		1	149.00	149.00
Compartment Light, Split Red/White - Mounted on Rear Liftgate		2	48.71	97.42
L3 Flashback HD Video System		1	4,898.00	4,898.00
L3/Mobile Vision Rear Cam		1	290.00	290.00
L3 Crash-Bat2		1	190.00	190.00
Plastic Plus Rear Cargo Box with Side Plate with Push Button Lock & Key Override Option. # TAH11L3PV-SD (passenger side)		1	1,450.00	1,450.00
Printed Reflective Graphics for Customer's Department with Installation by Mike Glass		1	690.00	690.00
Window Tint - For Two Front Windows - Please match the tint on the rear windows please.		1	75.00	75.00
Dealer Prep		1	130.00	130.00
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	140.00	140.00
Defender Supply wiring harness, Top Hat Timer and Blue Sea power distribution block		1	365.00	365.00

Vehicle and Emergency Equipment Total

Quantity Ordered 1

Total Vehicle Order Cost $54,723.00

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SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	12/8/2017
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641

Bill To
Williamson County TX PCT. 1 Constable Sgt. Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Mike Pendley # 5101
Customer Phone	512-943-1327
Customer E-mail	mpendley@wilco.org
Estimate #	17354

2018 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Installation of Above Emergency Equipment & Customer Supplied Roof Antennas & External power supply for Panasonic CF-31		37	85.00	3,145.00
Customer to Pick Up Vehicle				

Vehicle and Emergency Equipment Total	**$54,723.00**
Quantity Ordered	1
Total Vehicle Order Cost	**$54,723.00**

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DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	12/8/2017
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641

Bill To
Williamson County TX PCT. 1 Constable Sgt. Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Mike Pendley # 5101
Customer Phone	512-943-1327
Customer E-mail	mpendley@wilco.org
Estimate #	17856

2018 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
2018 Chevrolet Tahoe RWD 9C1 Police Pursuit Vehicle with EcoTec3 5.3-liter, Dual Batteries, Heavy Duty Locking Differential, OnStar with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Tow Hooks. (No Spotlight) (Purchased Through Holiday Chevrolet).	Vehicle Description	1	32,559.45	32,559.45
Vehicle Sold for $32,559.44 - Total Sales Price is $153,007.00 - Each Unit is $51,219.00 X 3 = $153,657.00 - $650.00 (customer Supplied Docking Station) = $153,007.00				
Vehicle is Purchased Through Holiday Chevrolet (Johnson – Grayson Automotive) using The Tarrant County Cooperative Contract # 2016-006				
Add: AMF - 6 Additional Key FOB's $66.00 5HP - 6 Additional Keys $41.00 BTV - Remote Start $300.00 Total - $407.00				
Black Units - Unmarked Unit - NO SPOTLIGHT				
Vin # 1 =1GNLCDEC8JR179343 Tech = Ed - $51,219.00 Vin # 2 =1GNLCDEC1JR182651 Tech = Gerardo - $51,219.00 Vin # 3 = 1GNLCDECXJR181630 Tech = Ed - Customer Supplied Docking Station - $50,569.00				
Customer PO # Each Unit is $51,219.00 X 3 = $153,657.00 - $650.00 = $153,007.00				
Title Vehicle As: Williamson County TX SO 710 S. Main St. Ste. 301 Georgetown, TX 78626				
Whelen Inner Edge for 2015+ Chevy Tahoe 9C1, Suburban, 2014+ Chevy Silverado-1500/2500/3500, Twelve 6-LED DUO™ Lamps, Upper Front Unit, Two Piece, Individual Driver and Passenger Side Units		1	1,006.52	1,006.52
Whelen Cencon Sapphire Siren System		1	810.00	810.00
Whelen 100 Watt Speaker		1	108.90	108.90
Whelen Behind the Grill Siren Speaker Universal Swivel Bail Type Mounting Bracket		1	24.65	24.65
Plastix Plus console for a 2015+ Tahoe with Whelen Cencon Siren Controller & Motorola APX7500/DB/Dash Mount Q5 Control Head		1	630.00	630.00
Plastix Plus Padded Arm Rest		1	65.00	65.00
Plastix Plus Computer Post # POST		1	75.00	75.00
Plastix Plus RTPL Rotating Swivel Plate # RTPL		1	50.00	50.00
Plastix Plus Off Set Plate # MP-410 10" Offset Plate		1	48.00	48.00
Plastix Plus Rotating Angle Plate # RSPBS		1	61.00	61.00

Vehicle and Emergency Equipment Total

Quantity Ordered	3

Total Vehicle Order Cost **$153,007.00**

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SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	12/8/2017
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641

Bill To
Williamson County TX PCT. 1 Constable Sgt. Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Mike Pendley # 5101
Customer Phone	512-943-1327
Customer E-mail	mpendley@wilco.org
Estimate #	17856

2018 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Plastix Plus VMA-LO Universal Laptop/Tablet Mount Kit # VMA-LO		1	103.00	103.00
Troy Mic Brackets		2	8.50	17.00
Whelen Low Frequency Howler Siren System		1	485.00	485.00
Stinger DS LED - 12V DC Steady Charge - Mounted to Side of Console		1	50.00	50.00
3 Additional 12Volt DC Heavy Duty Electrical Power Socket w/moisture cover - Mounted on Right Side of Console		3	5.20	15.60
Compartment Light, Split Red/White - Mounted over Console		1	48.00	48.00
Docking station for CF30/31 (power supply included) - Only Wants (2) Docking Station - One will be customer supplied.		1	650.00	650.00
Make & Model of Customer Supplied Laptop - Panasonic - Two will be CF-31's & one will be a CF-54 (customer Supplied) Does the of Customer Supplied Laptop have Docking Capabilities - Yes Is the of Customer Supplied Laptop a No RF, Single RF or Dual RF - Dual RF with External power supply Does the of Customer Supplied Laptop have a built-in power supply - Wire for power please.				
Make & Model of Customer Supplied Police Radio - Motorola APX7500/DB/Dash Mount O5 Control head - Customer to Install, Please Pre-Wire - Customer to Provide the Roof Antennas. Does the Customer Supplied Police Radio need to be “Hot”, Powered all the time or on Ignition - On Ignition Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece What is the Frequency of Customer Supplied Police Radio - 800Mhz				
Two Way 800 MHZ Radio Antenna & Coax Cable		1	30.67	30.67
Whelen Solid State Chevrolet Tahoe Headlight/Taillight Flasher		1	63.56	63.56
Go Industries Push Bumper for the 2015+ Chevrolet Tahoe 9C1		1	233.90	233.90
Two Whelen M4 Lightheads (1 Red, 1 Blue) Mounted on Push Bumper or Brush Guard w/Brackets		1	246.44	246.44
Whelen IONJ Red/Blue Spilt Head LED's W/Swivel Mounts - Mounted on Sides of Push Bumper		2	106.92	213.84
Whelen ION™ LED Bracket with Swivel in Black - Mounted on Sides of Push Bumper		2	19.305	38.61
Whelen 360 Degree LED Side Emitter Light Head - Clear - Mounted in Daytime Running Lights		2	76.67	153.34

Vehicle and Emergency Equipment Total

Quantity Ordered 3

Total Vehicle Order Cost $153,007.00

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845 West FM 407
Argyle, TX 76226

Date	12/8/2017
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641

Bill To
Williamson County TX PCT. 1 Constable Sgt. Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Mike Pendley # 5101
Customer Phone	512-943-1327
Customer E-mail	mpendley@wilco.org
Estimate #	17856

2018 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Whelen Mirror Beam for 2015+ Tahoe (RED/BLUE split)		1	234.60	234.60
Whelen Dual Avenger LED Red/Blue		2	162.20	324.40
Whelen ION (1) Red & (1) ION Blue Mounted on Rear License Plate Bracket at Rear License Plate		1	184.31	184.31
Whelen TAD8RB Traffic Advisor & Mounting Bracket in Red/Amber/Blue - with On/Off Override Kill Switch to Turn Off Light Stick when Rear Liftgate is Opened.		1	434.81	434.81
HG2 - 66" Running Board Light for 2015+ Red/Blue		1	691.90	691.90
Setina Free-Standing Dual Weapon Lock with Two Universal Locks and Handcuff Key Override - Truck/SUV		1	550.13	550.13
No Partition, Cargo Cage or Window Bars				
Compartment Light, Split Red/White - Mounted on Rear Liftgate		2	48.71	97.42
L3 Flashback HD Video System		1	4,898.00	4,898.00
L3/Mobile Vision Rear Cam - Mount rear facing camera at the back window		1	290.00	290.00
L3 Crash-Bat2		1	190.00	190.00
Plastic Plus Rear Cargo Box with Side Plate with Push Button Lock & Key Override Option. # TAH11L3PV-SD (passenger side)		1	1,450.00	1,450.00
NO GRAPHICS				
Window Tint - All Windows - Medium Size SUV (Tahoe) Tint all windows 5% please		1	275.95	275.95
Dealer Prep		1	130.00	130.00
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	140.00	140.00
Defender Supply wiring harness, Top Hat Timer and Blue Sea power distribution block		1	365.00	365.00
Installation of Above Emergency Equipment & Customer Supplied Roof Antennas & External power supply for two Panasonic CF-54 & one will Havis CF-54 Docking Station		37	85.00	3,145.00

Vehicle and Emergency Equipment Total

Quantity Ordered	3

Total Vehicle Order Cost **$153,007.00**

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845 West FM 407
Argyle, TX 76226

Date	12/8/2017
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641

Bill To
Williamson County TX PCT. 1 Constable Sgt. Mike Pendley 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Mike Pendley # 5101
Customer Phone	512-943-1327
Customer E-mail	mpendley@wilco.org
Estimate #	17856

2018 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Customer to Pick Up Vehicle				

Vehicle and Emergency Equipment Total	**$51,219.00**
Quantity Ordered	3
Total Vehicle Order Cost	**$153,007.00**

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SIGNATURE _____

Commissioners Court - Regular Session **55.**

Meeting Date: 12/19/2017

Exempting Portland Cement Type I/II From Competitive Bidding Requirement

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 Portland Cement Type I/II for a term of one (1) year to Martin Marietta, per the lowest responsive quote received, pursuant to Texas Local Gov't Code, Section 262.0225(d) and Section 262.0245.

Background

A Portland Cement Type I/II solicitation was formally released under IFB # 1710-195 and no bids were received. Texas Local Government Code Section 262.0225(d) and 262.045 allow the Purchasing Agent to recommend procedures for obtaining necessary items where no competitive bids are received. A recommendation was made to the Road & Bridge Department to solicit and obtain three (3) written quotes for this service, as originally bid out. Three (3) vendors were solicited and only two (2) responded to the request. This response was evaluated by the Road & Bridge Department in the same manner as if it had been received during the initial bid process. Based upon the evaluation the department is recommending award to Martin Marietta. Per policy this award is recommended for a term of one (1) year after which a new solicitation will be issued.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter

Quote 1

Quote 2

Award Basis

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/14/2017 08:48 AM
County Judge Exec Asst.	Wendy Coco	12/14/2017 09:43 AM
Form Started By: Thomas Skiles		Started On: 12/13/2017 03:44 PM
Final Approval Date: 12/14/2017		

WILLIAMSON COUNTY
1848

December 13, 2017

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

Subject: Recommendation for Portland Cement Type I/II quotes

After reviewing all of the pertinent information, it appears that Martin Marietta submitted the overall lowest and best quote for Portland Cement Type I/II. I recommend to the Williamson County Commissioner's Court that they award Martin Marietta as the primary vendor.

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

Sincerely,

Jeff Ivey
Assistant Director of Road and Bridge
Williamson County
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626

WILLIAMSON COUNTY

CEMENT FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

NAME OF Vendor: TEXAS LEHIGH CEMENT

Mailing Address: P.O. BOX 610

City: BUDA State: TEXAS Zip: 78610

Email Address: JWILLIAMS@TEXASLEHIGH.COM

Telephone: (512) 295-6111 Fax: (512) 295-3102

Mobile Phone: (210) 827-8200

ITEM #	DESCRIPTION	UNIT	EXPECTED QUANTITY	UNIT PRICING – DELIVERED TO CENTRAL MAINTENANCE FACILITY[1]	UNIT PRICING DELIVERED TO PROJECT SITE WITHIN WILCO AND SPREAD	UNIT PRICING - PICKED UP
1	Portland Cement Type I/II	Ton	3,500	$135.00	$143.00	$120.00
2	Portland Cement Type I/II	Bag[2]	200			

Note 1: Wilco Central Maintenance Facility, Road and Bridge, 3151 SE Inner Loop, Georgetown, TX 78627
Note 2: Bag size shall be 94 lb.

Signature of Person Authorized to Sign

Date: 12-12-2017

Printed Name and Title of Signer: JOHN HILLIAMS

WILLIAMSON COUNTY

CEMENT FOR WILLIAMSON COUNTY
UNIFIED ROAD AND BRIDGE SYSTEM

NAME OF Vendor: MARTIN MARIETTA

Mailing Address: 7781 FM 1102

City: NEW BRAUNFELS State: TX Zip: 78132

Email Address: dewitt.c

Telephone: (512) 396-5882 Fax: (512) 396-7064

Mobile Phone: (512) 658-5268

ITEM #	DESCRIPTION	UNIT	EXPECTED QUANTITY	UNIT PRICING – DELIVERED TO CENTRAL MAINTENANCE FACILITY[1]	UNIT PRICING DELIVERED TO PROJECT SITE WITHIN WILCO AND SPREAD	UNIT PRICING - PICKED UP
1	Portland Cement Type I/II	Ton	3,500	$129.16/ton PLUS Fuel SURCHARGE $10.42 / TON	See Freight Rate Sheet	$115.00 PER TON
2	Portland Cement Type I/II	Bag[2]	200			

Note 1: Wilco Central Maintenance Facility, Road and Bridge, 3151 SE Inner Loop, Georgetown, TX 78627
Note 2: Bag size shall be 94 lb.

Sales MANAGER Date: 11-14-2017

Signature of Person Authorized to Sign

Printed Name and Title of Signer: DeWitt CARNES

Martin Marietta

Material Quotation

Hunter Cement
7781 F.M. 1102
New Braunfels, TX. 78132
Telephone (512) 396-5882
email: dewitt.carnes@martinmarietta.com

Date: 11/2/2016
Project #: Williamson County Unified Road & Bridge System
Location: 3151 SE Inner Loop - Georgetown
County: Williamson

Martin Marietta Materials propose to furnish the materials which are described below for the above referenced project subject to the Terms and Conditions listed herein:

MATERIAL DESCRIPTION	Quantity tons	Material Price/ton		Current FSC %	Spread Fee Per Load		Hunter
Hunter Type I/II Portland Cement Delivered	3,500	$129.16					
25 ton minimum freight							
Fuel Surcharge Subject to Fluctuate				3%			
Spread Fee Per Load					$175.00		
Price per ton delivered would vary - see rate sheet							
***See Terms and conditons on following page							

*Please add $175.00/load for spreader bar.
Delivered pricing is provided for budgetary purposes only. Martin Marietta will make a diligent effort to provide trucking at the rate quoted but cannot be held liable due to trucking rate increases or inadequate delivery performance. In addition, due to increased volume on the UP Rail System, Martin Marietta cannot assume liability for any UP delays.

Pricing based upon all quoted materials being purchased from Martin Marietta Materials. For individual pricing please contact your sales representative.

**See Terms and Conditions Note 7

Terms and Conditions:

1. This quotation will be valid for a period of time extending (30) days from the date set forth above. In order to make it a binding agreement, the Customer must accept all of its terms by signing and returning a copy to Martin Marietta within that period of time. Any quotation that is not signed and returned within thirty (30) days will lapse.

2. If the terms of this quotation are accepted, it will constitute an agreement under which Martin Marietta will sell the products shown to the Customer, and the Customer will purchase such products from Martin Marietta, for the prices indicated, over the next following 12 month(s), or longer period of time if agreed to by the parties in writing. **Note: As referenced in term (7) below, pricing may vary due to freight fuel surcharges or changes to haul rates.**

3. All products will meet the written specifications of the project referenced above, or, if no project is referenced, the customary specification of Martin Marietta for such products. No other specification will apply, including those relating to moisture. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

4. All products will be delivered FOB at the particular facility of Martin Marietta indicated above, or as otherwise shown. Deliveries will occur in a manner that conforms to customary industry practice. If deliveries are to occur at a jobsite, a safe and secure delivery area must be provided by the Customer.

5. The Customer will be responsible for all compaction and other preparatory work required at the jobsite prior to the placement of the products shown. Martin Marietta will not be responsible for any problems that may arise if such preparatory work is not properly performed.

6. The prices set forth above are based upon the provisions of this quotation and the customary production and delivery practices of Martin Marietta. If the Customer hereafter requests action by Martin Marietta that is not customary, Martin Marietta will attempt to accommodate the request, subject to the following:

A. If the Customer requests delivery FOB at the jobsite in trucks or trailers that are different from customary tractors with end or bottom dump trailers, Martin Marietta will attempt to comply with such request and, if successful, will add the then standard prices of Martin Marietta for such trucks or trailers to the purchase price.

B. If the Customer requests deliveries of products at night, or on weekends or holidays, Martin Marietta will attempt to comply with such requests, subject to sufficient advance notice and a prior agreement with the Customer regarding additional charges for such services that will be added to the purchase price.

7. All pricing provided is FOB Martin Marietta Materials facility indicated. Delivery pricing is provided as an indication of delivery cost at the time of bid. MMM makes no guarantees as to the cost or availability of delivery at the time of this quotation. Delivery pricing will be negotiated with successful bidder upon project delivery commencement; however, MMM cannot guarantee truck availability or firm haul rates during the duration of the quoted project even after commencement.

Material pricing from all MMM Rail Facilities is subject to Rail Fuel Surcharge (RFS). PLEASE SEE ATTACHMENT A for RFS starting @ 4.00/gal.

For estimating purposes, the haul rate on this quotation would have a TFS of 1.25% for every $0.10 of increase above $4.00/gal on the first Monday of the month. The determination of any TFS increase will be established from the average diesel price of the Gulf Coast States as reported at www.tonto.eia.doe.gov **weekly retail on highway diesel prices. Demurrage charges will begin after the first hour of waiting at the delivery site and will be $50/hour per truck charged at 30 minute increments**

8. The credit of the customer must be approved by Martin Marietta prior to delivery of any products. If approved, all payments will be due within **30 days.**

9. All deliveries of products are subject to delays that may be experienced by Martin Marietta in connection with adverse weather conditions, strikes, war, governmental or court action, mechanical failures, inventory shortages, rail or truck transportation, and other similar events.

10. The Customer will be responsible for any taxes owed as a result of the sale of products hereunder unless the Customer provides Martin Marietta with a valid tax exemption certificate or other documentation properly indicating that such taxes should not be collected.

11. These terms shall control the sale and purchase of the products shown and, when this quotation is fully signed, will constitute the entire agreement. They may not be modified or altered in any way unless approved in writing by an authorized representative of Martin Marietta. Any acceptance by the Customer that changes or adds to these terms will not be effective.

By: DeWCarnes 11-14-2017
DeWitt Carnes
Area Sales Manager

By:_____
Date:_____

2016 Flex Fleet Rates Martin Marietta/ New Fuel Strike consider 2.20 base protect from 2-2.40

Flex Fleet Rates	
2016	
Miles	Rate
20	$7.48
25	$7.48
30	$7.48
35	$8.26
40	$9.05
45	$10.00
50	$10.94
55	$11.71
60	$12.50
65	$13.34
70	$14.16
75	$14.95
80	$15.11
85	$15.59
90	$16.18
95	$16.44
100	$17.52
105	$17.96
110	$18.25
115	$18.80
120	$19.34
125	$19.93
130	$20.52
135	$21.60
140	$22.31
145	$22.64
150	$22.96
155	$23.28
160	$23.59
165	$23.94
170	$24.29
175	$25.33
180	$26.36
185	$27.06
190	$27.76
195	$28.57
200	$29.39
205	$30.96
210	$31.71
215	$32.47
220	$33.22
225	$33.98
230	$34.73
235	$35.49
240	$36.24
245	$37.00
250	$37.75

Flex Fleet Rates	
2016	
Miles	Rate
255	$39.02
260	$39.78
265	$40.55
270	$41.31
275	$42.08
280	$42.84
285	$43.61
290	$44.37
295	$45.14
300	$46.35
305	$47.12
310	$47.90
315	$48.67
320	$49.44
325	$50.21
330	$50.99
335	$51.76
340	$52.53
345	$53.30
350	$55.13
355	$55.91
360	$56.70
365	$57.49
370	$58.28
375	$59.06
380	$59.85
385	$60.64
390	$61.43
395	$62.21
400	$63.80
405	$64.60
410	$65.40
415	$66.19
420	$66.99
425	$67.79
430	$68.59
435	$69.38
440	$70.18
445	$70.98
450	$72.00
455	$72.80
460	$73.60
465	$74.40
470	$75.20
475	$76.00
480	$76.80
485	$77.60
490	$78.40
495	$79.20
500	$80.00

normalized fuel would have a FSC increase of 1% forevery .10 over DOE starting at 2.41

$2.40 Fuel Table

Cost of Fuel		Surcharge
$ 2.00	$ 2.40	0%
$ 2.41	$ 2.50	1%
$ 2.51	$ 2.60	2%
$ 2.61	$ 2.70	3%
$ 2.71	$ 2.80	4%
$ 2.81	$ 2.90	5%
$ 2.91	$ 3.00	6%
$ 3.01	$ 3.10	7%
$ 3.11	$ 3.20	8%
$ 3.21	$ 3.30	9%
$ 3.31	$ 3.40	10%
$ 3.41	$ 3.50	11%
$ 3.51	$ 3.60	12%
$ 3.61	$ 3.70	13%
$ 3.71	$ 3.80	14%
$ 3.81	$ 3.90	15%
$ 3.91	$ 4.00	16%
$ 4.01	$ 4.10	17%
$ 4.11	$ 4.20	18%
$ 4.21	$ 4.30	19%
$ 4.31	$ 4.40	20%
$ 4.41	$ 4.50	21%
$ 4.51	$ 4.60	22%
$ 4.61	$ 4.70	23%
$ 4.71	$ 4.80	24%
$ 4.81	$ 4.90	25%
$ 4.91	$ 5.00	26%

Fuel surcharge will be figured monthly. It is based upon the last Monday of the month Gulf Coast DOE Fuel Rate

Award Recommendation Basis Table

QUOTES	2017_Dec_Portland Cement	
Description	**Basis**	**Comments**
Basis of Award	☑ Price	Martin Marietta quoted the lowest material bid of $115/ton (pick-up price). Texas Lehigh quoted the second lowest material price of $120/ton (pick-up price). Delivery charges vary by location for both vendors. Based on delivery to the Wilco Central Maintenance Facility, Martin Marietta quoted a lower rate of $129.16/ton along with a rate sheet based on mileage for other sites. Texas Lehigh quoted $135.00/ton delivery to CMF and was unresponsive when additional information was requested on freight rates.
	☐ Bidder experience and reputation	
	☐ Quality of Bidder's goods and/or services	
	☐ Bidder's safety record	
	☐ Bidder's Proposed personnel	
	☐ Bidder's financial capabilities	
	☐ Any other relevant factors specifically listed in IFB	
Local Consideration	NO	
Within 3% of lowest Bidder	N/A	
Split Award	NO	

Commissioners Court - Regular Session **56.**

Meeting Date: 12/19/2017

Approval of Isilon G6 Replication with Presidio

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 approving quote and services contract between Presidio Networked Solutions, LLC and Williamson County for Isilon G6 Replication under DIR contract # DIR-TSO-2634 in the amount of $592,083.88.

Background

This is a planned item that is the storage repository for all of the video generated by the in-car and body camera systems. It's needed in advance of the cameras to get set up and configured. This solution is the most cost-effective for the county and is able to scale up easily as needs grow. It includes 5 years of support on the hardware and software but we expect this platform to serve the County's needs for many years to come.
It is on State DIR contract, and is the lowest quote of several vendors. The manufacturer is Dell EMC, and the vendor is Presidio Networked Solutions, the County's partner for our Network and new phone system.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/14/2017 08:50 AM
County Judge Exec Asst.	Wendy Coco	12/14/2017 09:43 AM
Form Started By: Thomas Skiles		Started On: 12/13/2017 03:59 PM
Final Approval Date: 12/14/2017		

DocuSign Envelope ID: 008C7F47-ED12-4339-9EC3-D48BEBAF6BC9

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SERVICES CONTRACT
VIA TEXAS DIR-TSO-2634
(Presidio Networked Solutions Group, LLC, Quote 2003117712239-01)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

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 **Presidio Networked Solutions Group, LLC** (hereinafter "Service Provider"), with principal offices in Austin, Texas. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational goods and services pursuant to the State of Texas Department of Information Resources Contract for Products and Related Services (hereinafter "DIR-TSO-2634") and the following terms, conditions, and restrictions included herein. In the event of a conflict between this Contract and DIR-TSO-2634, the DIR-TSO-2634 term shall control.

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. 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. Service Provider's indemnification of The County against claims arising under or related to this Contract and Service Provider's liability for damages of any kind shall be in accordance with the terms of DIR-TSO-2634.

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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.

Assignment: In accordance with the terms of DIR-TSO-2634, Service Provider's assignment of this Contract shall require a mutually agreed written Contract amendment

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 Quote, dated December 6, 2017, which is designated as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $592,083.88, unless amended by a change order and approved by the Williamson County Commissioners Court.**

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.

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:

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1. **As described in the attached Quote, dated December 6, 2017, which is designated as Exhibit "A" and incorporated herein as if copied in full; and**

2. **DIR-TSO-2634 and related documents, including Appendix A, Standard Terms and Conditions, incorporated herein as if copied in full.**

VII.

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, the following items in order to complete the project:

As described in Service Provider's Quote, dated December 6, 2017, which is incorporated herein as if copied in full.

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 ninety (90) 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.

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XI.

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

XII.

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.

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 parties' financial obligations for 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 reasonable advance notice of intended audits.

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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 12/13/2017 day of _____, 2017.

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	DocuSigned by: JD Larsen _____ 5BFC2E3D21644BB...
Authorized Signature	Authorized Signature

DocuSign Envelope ID: 008C7F47-ED12-4339-9EC3-D48BEBAF6BC9

Exhibit “A” Quote, dated December 6, 2017

PRESIDIO

QUOTE: 2003117712239-01

DATE: 12/06/2017

TO:

Williamson County
Richard Semple
301 SE Inner Loop
Suite 106
Georgetown, TX 78626

rsemple@wilco.org
(p) 512-943-1489

FROM:

Presidio Networked Solutions Group, LLC
Brett Marlier
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

bmarlier@presidio.com
(p) 512.961.3958

Customer#: WILLI035

Contract Vehicle: Texas DIR-TSO-2634 EMC dba System Peripherals, Inc. Data Storage

Account Manager: Brett Marlier
Inside Sales Rep: Greg Hubbard
Title: Isilon G6 Replication

#	Part #	Description	Unit Price	Qty	Ext Price
Isilon					
1	IBEIO-10GBE	EMC - SFP+ transceiver module - 10 Gigabit Ethernet - 2 ports	$333.12	6	$1,998.72
2	851-0258	SWITCH 10GBE 24P 2PS CELESTICA	$4,187.59	2	$8,375.18
3	IA200-8T-400G	Dell EMC Isilon A200 Node - NAS server - 15 bays - 100 TB - rack-mountable - SATA 6Gb/s / SAS 12Gb/s - HDD 8 TB x 15 + SSD 400 GB x 1 - RAM 16 GB - Gigabit Ethernet / 10 Gigabit Ethernet	$11,519.48	6	$69,116.88
4	ICH-NORM	BASE CHAS - NORMAL	$1,830.69	2	$3,661.38
5	IFILL-NODE-NORM	NODE FILLER W/ NORMAL SLEDS	$578.71	2	$1,157.42
6	800-0078	EMC - Power cable kit	$10.06	3	$30.18
7	IFEIO-10GBE-B	Dell EMC - SFP+ transceiver module - 10 GigE (pack of 2)	$97.62	6	$585.72
8	851-0263	Dell EMC - 10GBase direct attach cable - SFP+ to SFP+ - 10 ft - passive	$66.10	12	$793.20
9	851-0296	Dell EMC - Gen 6 - SFP+ transceiver module - 10 GigE optical	$80.99	6	$485.94
10	EYEGLASS-P015	SEL-SUPERNA-EYEGLASS DR QUICK START	$7,943.92	1	$7,943.92
11	M-PSM-HW-I-002	PROSUPPORT W/ MISSION CRITICAL H/W	$46,811.25	1 for 60 mo(s)	$46,811.25
12	458-001-863	ONEFS PRODUCT	$0.00	1	$0.00
13	456-111-837	EMC Isilon OneFS - Base License - 1 node - Tier 4	$3,574.99	6	$21,449.94
14	456-111-841	EMC Isilon OneFS - Capacity License - 1 TB capacity - Tier 4 - for raw capacity only	$40.04	720	$28,828.80
15	M-PSM-SW-I-002	PROSUPPORT W/ MISSION CRITICAL S/W	$30,168.00	1 for 60 mo(s)	$30,168.00
16	458-001-962	EMC Enterprise Software Bundle - License - 1 node - Tier 4	$937.66	6	$5,625.96
17	M-PSM-SW-I-002	PROSUPPORT W/ MISSION CRITICAL S/W	$5,063.25	1 for 60 mo(s)	$5,063.25
18	458-001-963	EMC Enterprise Software Bundle - Capacity License - 1 TB capacity - Tier 4 - for raw capacity only	$19.70	720	$14,184.00
19	M-PSM-SW-I-002	PROSUPPORT W/ MISSION CRITICAL S/W	$12,765.00	1 for 60 mo(s)	$12,765.00
20	458-001-944	SYNCIQ	$0.00	1	$0.00
21	456-112-023	EMC Isilon SyncIQ - Base License - 1 node - Tier 4	$521.80	6	$3,130.80
22	456-112-027	EMC Isilon SyncIQ - Capacity License - 1 TB capacity - Tier 4 - for raw capacity only	$10.95	720	$7,884.00

23	M-PSM-SW-I-002	PROSUPPORT W/ MISSION CRITICAL S/W	$9,909.00	1 for 60 mo(s)	$9,909.00
24	PSINST-ESRS	ZERO DOLLAR ESRS INSTALL	$0.00	1	$0.00
25	EGL-ENT-NODE-3Y	SEL MAINT EYEGLASS DR MANAGER Ent 3YR	$561.56	6 for 60 mo(s)	$3,369.36
26	EGL-ENT-NODE-LIC	SEL EYEGLASS DR MANAGER Enterprise VAPP	$486.09	6	$2,916.54
27	IA200-8T-400G	Dell EMC Isilon A200 Node - NAS server - 15 bays - 100 TB - rack-mountable - SATA 6Gb/s / SAS 12Gb/s - HDD 8 TB x 15 + SSD 400 GB x 1 - RAM 16 GB - Gigabit Ethernet / 10 Gigabit Ethernet	$11,519.48	6	$69,116.88
28	851-0258	SWITCH 10GBE 24P 2PS CELESTICA	$4,187.59	2	$8,375.18
29	ICH-NORM	BASE CHAS - NORMAL	$1,830.69	2	$3,661.38
30	IFILL-NODE-NORM	NODE FILLER W/ NORMAL SLEDS	$578.71	2	$1,157.42
31	800-0078	EMC - Power cable kit	$10.06	3	$30.18
32	IFEIO-10GBE-B	Dell EMC - SFP+ transceiver module - 10 GigE (pack of 2)	$97.62	6	$585.72
33	IBEIO-10GBE	EMC - SFP+ transceiver module - 10 Gigabit Ethernet - 2 ports	$333.12	6	$1,998.72
34	851-0263	Dell EMC - 10GBase direct attach cable - SFP+ to SFP+ - 10 ft - passive	$66.10	12	$793.20
35	851-0296	Dell EMC - Gen 6 - SFP+ transceiver module - 10 GigE optical	$80.99	6	$485.94
36	EYEGLASS-P015	SEL-SUPERNA-EYEGLASS DR QUICK START	$7,943.92	1	$7,943.92
37	M-PSM-HW-I-002	PROSUPPORT W/ MISSION CRITICAL H/W	$46,811.25	1 for 60 mo(s)	$46,811.25
38	458-001-962	EMC Enterprise Software Bundle - License - 1 node - Tier 4	$937.66	6	$5,625.96
39	M-PSM-SW-I-002	PROSUPPORT W/ MISSION CRITICAL S/W	$5,063.25	1 for 60 mo(s)	$5,063.25
40	458-001-963	EMC Enterprise Software Bundle - Capacity License - 1 TB capacity - Tier 4 - for raw capacity only	$19.70	720	$14,184.00
41	M-PSM-SW-I-002	PROSUPPORT W/ MISSION CRITICAL S/W	$12,765.00	1 for 60 mo(s)	$12,765.00
42	458-001-863	ONEFS PRODUCT	$0.00	1	$0.00
43	456-111-837	EMC Isilon OneFS - Base License - 1 node - Tier 4	$3,574.99	6	$21,449.94
44	456-111-841	EMC Isilon OneFS - Capacity License - 1 TB capacity - Tier 4 - for raw capacity only	$40.04	720	$28,828.80
45	M-PSM-SW-I-002	PROSUPPORT W/ MISSION CRITICAL S/W	$30,168.00	1 for 60 mo(s)	$30,168.00
46	458-001-944	SYNCIQ	$0.00	1	$0.00
47	456-112-023	EMC Isilon SyncIQ - Base License - 1 node - Tier 4	$521.80	6	$3,130.80
48	456-112-027	EMC Isilon SyncIQ - Capacity License - 1 TB capacity - Tier 4 - for raw capacity only	$10.95	720	$7,884.00
49	M-PSM-SW-I-002	PROSUPPORT W/ MISSION CRITICAL S/W	$9,909.00	1 for 60 mo(s)	$9,909.00
50	M-PSM-SW-I-002	PROSUPPORT W/ MISSION CRITICAL S/W	$0.00	1 for 60 mo(s)	$0.00
51	PSINST-ESRS	ZERO DOLLAR ESRS INSTALL	$0.00	1	$0.00
52	EGL-ENT-NODE-3Y	SEL MAINT EYEGLASS DR MANAGER Ent 3YR	$561.56	6 for 60 mo(s)	$3,369.36
53	EGL-ENT-NODE-LIC	SEL EYEGLASS DR MANAGER Enterprise VAPP	$486.09	6	$2,916.54

PRESIDIO™

QUOTE: 2003117712239-01

DATE: 12/06/2017

			Total (Isilon):		**$572,508.88**
Presidio Services					
54	PS-SVC-FF	Fixed Fee for Presidio employee labor	$1,750.00	1.0000	$1,750.00
55	PS-SVC-FF	Fixed Fee for Presidio employee labor	$17,825.00	1.0000	$17,825.00
			Total (Presidio Services):		**$19,575.00**

Sub Total:	**$592,083.88**
Grand Total:	**$592,083.88**

This quote is governed by Terms and Conditions of Texas DIR-TSO-2634 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
1955 Lakeway Drive, Suite 220
Lewisville, TX 75057

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-2634

Tax ID# 58-1667655; Size Business: Large; CAGE Code: OKDO5; DUNS#15-405-0959; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Terms Dictated by individual PO details

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

Commissioners Court - Regular Session **57.**

Meeting Date: 12/19/2017

Approval of ServiceNow with Carahsoft

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 approving an agreement between Carahsoft Technology Corp. and Williamson County, for ServiceNow IT Service Management Application under DIR contract #DIR-TSO-3926 in the amount of $64,020.00.

Background

The services requested by the Williamson County ITS Department for IT Service Management Applications utilizing ServiceNow are fully detailed in the attached statement of work. Additional details are provided in the attached quotes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOW

Additional Terms

Quote 1

Quote 2

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/14/2017 08:49 AM
County Judge Exec Asst.	Wendy Coco	12/14/2017 09:43 AM
Form Started By: Thomas Skiles		Started On: 12/13/2017 04:18 PM
Final Approval Date: 12/14/2017		

CARAHSOFT 'S RESPONSE TO

Williamson County

ServiceNow Statement of Work

Carahsoft SOW ID #SN110617
SOW ID #SN110617v2 dated 12/12/17

Phase 1 ITSM
Implementation Services

Tuesday
December 12, 2017

CARAHSOFT TECHNOLOGY CORP.
1860 Michael Faraday Drive, Suite 100
RESTON, VA 20190

888.66.CARAH | WWW.CARAHSOFT .COM

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2. Delivery Approach 4
3. Resource Summary 4
4. Engagement Assumptions 5
5. Engagement Timeline 6
6. Change Requests 7
7. Investment 7
8. Authorization 8

1. PROJECT DEFINITION

Williamson County ("Customer") would like to engage Carahsoft to implement IT Service Management applications in ServiceNow. Carahsoft will perform and/or assist with the following activities:

- Install the Carahsoft Implementation Tracker and QuickFuze applications:
  - Incident Management
  - Service Request Management
- Core system setup
  - Set up email, company logo/icon/theme and system settings
  - Set up local administration group and assign roles
  - Set up non-Production Instances
  - Create Clone targets & Update Set sources
  - ITIL Home page cleanup/review
  - Set up LDAP integration for a single AD domain
  - Set up SSO authentication via Microsoft Azure AD
  - Create User Import Sets/Transform Maps
  - Import or create up to 10 fulfillment groups & members
  - Import Department/Company/Location data if needed
- Incident Management
  - Review/validate workshop results
  - Review/update Impact/Urgency values and Priority matrix
  - Set up system schedules
  - Configure incident Auto-close business logic
  - Assign ITIL role to incident management groups
  - Define up to 10 Incident Assignment Rules
  - Create or modify up to 5 notifications related to Incident Mgmt., including an auto-response notification for incidents created via inbound email
  - Minor updates to inbound emails for creating/updating INCs
  - Review/update Incident states/sub-states
  - Review/update Incident Access Control Lists (ACLs) to allow department managers to view incidents opened for/by their direct reports
  - Update Form design (up to 5 unscripted UI policies)
  - Review/define up to 5 SLAs using the OOTB workflow
  - Create/modify up to 5 incident reports and 1 dashboard using OOTB reporting engine
  - Up to 2 hrs for integrating Bomgar Remote Support with ServiceNow Incident Management
- CMDB for business services, workstations and mobile devices
  - Review/validate workshop results
  - Define Business Service Taxonomy
  - Import or create up to 10 Business Services
- Service Request Management
  - Review/validate workshop results
  - Review/update "Something is Broken" Record Producer per workshop results
  - Create up to 10 catalog items that utilize the workflow provided by the Service Request Management QuickFuze application
  - Create/modify up to 5 Request Management reports and 1 dashboard using OOTB reporting engine
  - Assign ITIL role to request management fulfillment groups
  - Create up to 2 service request SLA definitions using the OOTB SLA workflow
  - Minor form and List layout updates (up to 5 unscripted UI policies)

- Knowledge Management
  - Review/validate workshop results
  - Create/update up to 2 Knowledge Bases
  - Create up to 4 categories/subcategories for each Knowledge Base
  - Configure up to 3 User Criteria records
  - Assign Roles/Groups for managing knowledge article submissions
- Basic Service Portal
  - Basic setup including theme, color scheme and logo to match corporate standards
- Mobile App Navigation

2. DELIVERY APPROACH

Carahsoft will be using our five-phased implementation approach outlined below.

Initiation Phase

- Kickoff Meeting to document and review the high-level scope

Planning phase

- Facilitate detailed requirements gathering and process definition sessions
- Document functional specifications
- Project planning
  - Project task management and schedule
  - Quality / test plan

Developing Phase

- Perform the necessary configurations or customizations within ServiceNow
- Perform unit testing of all configurations or customizations and compare against requirements
- Perform the necessary show-and-tells with the Customer on a regular basis to ensure development is meeting customer expectations
- Weekly status/review meetings
- Change orders
- Modify project plans as needed to address risks or priority changes

Stabilizing Phase

- Assist with formal UAT Sessions
- Provide formal knowledge transfer to customer ServiceNow Admin(s)
- Documentation and delivery of all development performed by Carahsoft
- Train the trainer user training

Deployment Phase

- Final status report
- Final development acceptance
- Customer approval to move to production
- Deploy to production assistance
- Go-live support
- Customer satisfaction survey

3. RESOURCE SUMMARY

Customer Resources

- Process Owner(s) – Customer will provide subject matter experts to be responsible for the correct and complete definition of each of the processes implemented within the ServiceNow product.

- Project Manager(s) – Customer will provide resources to manage the project and track project scope, requirements, and timeline to ensure that project goals are met within the estimated timelines.
- ServiceNow Resource(s) – Customer will have their ServiceNow Admin and/or platform owner during the engagement to ensure we are in line with existing standards and practices for Customer's environment and will be available during requirements gathering and go-live handoff.

Carahsoft Resources

- Solution Consultant(s) – Carahsoft will provide these resources to help with application configuration and assist with knowledge transfer to Customer Resource(s).
- Engagement Manager / Process Consultant – Carahsoft will provide these resources to assist with process consulting, requirements gathering, project guidance and leadership.

4. ENGAGEMENT ASSUMPTIONS

Carahsoft shall provide all services related to this SOW on a Time & Materials basis.

Customer acknowledges that its participation and cooperation is critical for the success of the project. The following assumptions are based on information provided by Customer to Carahsoft relating to the project scope and customer's current business processes as of the date of this SOW, and have been used to compute the *estimated* level of effort and cost. Deviations from these assumptions may lead to commensurate changes in the timeline and fees.

- This is a time and materials project and the hours described in this document are estimates only based on the high-level requirements as currently understood
- All work will be done in the English (American) language
- Customer will provide the active participation of required resources to ensure the implementation is successful. This will include executive decision maker, project management, subject matter experts, and technical resources.
- Customer is responsible for definition and documentation of the business processes within scope for this Implementation,
- Customer is responsible for implementing all business process changes required to support the project.
- Customer is responsible for testing prior to production.
- Carahsoft resources will have remote access to the Customer's instances and Customer will make appropriate technologies available for remote work.
- Except for the items noted in the Project Definition, no third party or external systems will be integrated with Customer's ServiceNow instance during this engagement
- Carahsoft will set aside up to 2 hours to assist Customer with integrating Bomgar's remote support tool to ServiceNow. Carahsoft assumes Customer will be using Bomgar's ServiceNow integration for this purpose. Customer is responsible for purchasing the Bomgar ServiceNow integration.
- Customer will be responsible for supplying all information to be imported in an acceptable format. Carahsoft will not be responsible for data modification, cleansing or alteration before, during or after importing data. Additionally, Carahsoft supports integrations through a standard .xls or .csv file, generated by Customer, email integration, JDBC or web-services.
- Carahsoft has identified the resource allocation hours for its project resources on a weekly basis. Our assumption is that these resources will be provided billable work within +/-10% of the planned allocation for at least the four upcoming weeks. Underutilization outside this deviation will result in billing unused hours for the week to a minimum of 90% allocated.
- Carahsoft will review the implementation schedule with Customer on a weekly basis to adjust the amount of time needed by the Carahsoft resources over the duration of the project to ensure efficient utilization.
- All reports requested by Customer do not exceed the capabilities of the native ServiceNow reporting engine. Carahsoft is only planning on leveraging the native reporting capabilities within ServiceNow.

- The Customer's current ServiceNow instances are set up and running effectively. Except as noted in the Project Definition above, Carahsoft has not estimated time for core configuration or issues with the existing instances.

Customer is responsible for downloading, installing and configuring the ServiceNow mobile application on their mobile devices.

5. ENGAGEMENT TIMELINE

The following high-level timeline is being provided as an estimate on the duration of the activities proposed based on experiences at other clients with projects of a similar size. Customer urgency can drive a faster project implementation than depicted below, but a more rapid implementation requires customer resources to be available during the required time periods and could add project risk.

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11
Envisioning											
Planning											
Development											
Stabilizing											
Deployment											
Post Go-Live											

Week 1

- Onboarding
- Facilitated Process definition and requirements gathering workshops
- Create Initial Project plan
- Document workshop results
- Begin core setup

Weeks 2-7

- Complete core setup including LDAP and SSO integrations
- Configure Incident Management
- Configure Service Catalog with 5-10 items and workflows
- Configure Knowledge Management
- Configure Service Portal

Week 7-8

- Complete development/configuration
- Assist Customer with UA Testing
- Remediate issues uncovered during UA testing
- Create technical documentation

Week 8-9

- Complete UA remediation
- Conduct remote "Train the Trainer" sessions for selected fulfillers
- Knowledge transfer to Customer's administration team
- Assist Customer with Promote to Production
- Project closure

Week 10-11

- 2 weeks of post go-live support

6. Change Requests

Any requests for additional hours outside of this SOW will be set forth in a Change Order. Customer and Carahsoft will agree upon changes prior to execution of additional hours or costs outside of this SOW.

7. Investment

Carahsoft is providing a time and materials estimate using the table below. Williamson County will be charged for services, materials, and expenses on a time and materials basis. Any materials or other resources required to complete this project will also be charged to Williamson County. Carahsoft will not charge any expenses not defined by this document to the project without prior written approval. Cost estimates presented here include only professional services. This estimate does not include costs associated with client resources, other vendor services, hardware, or software. Many assumptions were made to arrive at the estimated pricing. If these assumptions turn out to be significantly incorrect, the project estimate will likely be altered and managed through the formal change control process.

Turnkey	List Price	Discounted Price
Incident Management Quickfuze (Turnkey) Solution	$18,500.00	$13,320
Service Catalog Quickfuze (Turnkey) Solution	$15,000.00	$10,800
iPower Quickfuze Assurance (1 Year)	18% of Turnkey List	$0

iPower Quickfuze Assurance

iPower Assured provides the following benefits to clients using our Quickfuze (Turnkey) products:

- Enhancement Protection – Carahsoft continues to evolve our Quickfuze (Turnkey) solutions with new features, process capabilities, and tools. Carahsoft anticipates incorporating these enhancements into our Quickfuze solutions on an annual basis. Clients subscribed to the iPower Quickfuze Assurance program will receive these updates at no additional cost [(1)].

- Upgrade Protection – ServiceNow releases two major platform and product upgrades annually. Subscribers to iPower Quickfuze Assurance are guaranteed that any covered Quickfuze solutions will be certified to work with each major platform and product upgrade within 60 days of its official public release [(2)].

Resource	Rate	Time	Cost
Incident Management Quickfuze (Turnkey) Solution			$13,320
Service Catalog Quickfuze (Turnkey) Solution			$10,800
iPower Quickfuze Assurance (1 Year)			$0
		Quickfuze Total	**$24,120**

Engagement Manager/Process Consultant	$185	55 Hours	$10,175
Sr. Solution Consultant	$205	145 Hours	$29,725
		Services Total	**$39,900**
		Total Estimate	**$64,020**

Project Expenses: Project expenses will be billable as incurred, but will not exceed $10,000. We are expecting our Engagement Manager/Process Consultant and Technical Lead to be onsite for the Phase 1 workshop that will be conducted on consecutive days that do not span a weekend. Expenditures will be reimbursed according to the Williamson County Vendor Reimbursement Policy

Carahsoft is also expecting one training resource to be onsite for the train the trainer session that will be conducted in one day. If additional onsite trips are needed beyond the workshop and the training trip, a change order will be issued.

Carahsoft is providing a time and materials estimate using the table below. Williamson County will be charged for services, materials, and expenses on a time and materials basis. Any materials or other resources required to complete this project will also be charged to Williamson County. Carahsoft will not charge any expenses not defined by this document to the project without prior written approval. Cost estimates presented here include only professional services. This estimate does not include costs associated with client resources, other vendor services, hardware, or software. Many assumptions were made to arrive at the estimated pricing. If these assumptions turn out to be significantly incorrect, the project estimate will likely be altered and managed through the formal change control process.

Satisfaction Guarantee: Carahsoft will guarantee work performed on qualifying projects. To qualify a project must meet the following qualifications:

- The project must include an Engagement Manager
- The project must leverage a Quickfuze (Turnkey) product if one exists
- The scope of the project should be ITSM or ITBM or CSM

At the end of the qualifying project, Carahsoft will provide unlimited effort for 90 days to remediate any issues and meet client satisfaction within the scope of the project. The client should send a detailed list of issues to their assigned Account Manager for creation of a remediation plan.

Billing Notes:

- The pricing of this Statement of work is valid for 90 days from the date of this document.
- All hours will be billed as incurred the month following the work being performed.
- (1) – Installation Services are not included
- (2) – Certification may require clients apply Crossfuze provided patches. In rare cases, functionality may be deprecated to ensure solution's continued operations

8. AUTHORIZATION

Terms and Conditions of the DIR-TSO-3926 will prevail.

This Contract sets forth the entire agreement between the parties. Any understandings, agreements, representations, or warranties not contained in this Contract, a Statement of Work, or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, services, price, quality, or specifications of this Contract will be effective without the written consent of both parties.

The parties acknowledge and accept the terms and conditions of this Contract. In witness thereof, the parties have signed this Contract.

Authorization	
Williamson County	**Carahsoft Technology Corp.**
Signature:	Signature:
Printed Name:	Printed Name: Karina Woods
Title:	Title: Director
Date:	Date: 12/13/17

Carahsoft Technology Corp
Agreement of Additional Terms
for
Williamson County – Texas
Carahsoft GSA-35F-0119Y

Please accept the following additions to the SOW or SOO for Williamson County Commissioners Court approval and recordation into the minutes.

- **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 ninety (90) days written notice thereof. In the event of termination, Customer (Williamson County, TX) will not be liable for payment years following the termination year or pro rata share of services rendered.

- **Texas Prompt Payment Act Compliance:** Carahsoft agrees 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 Agreement.

- **Venue and Governing Law:** Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

- **Right to Audit:** Carahsoft 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 ServiceNow purchases which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

  Carahsoft agrees that licensee shall have access during normal working hours to all necessary Carahsoft 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 Carahsoft reasonable advance notice of intended audits.

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO:
Richard Semple
IT Operations Director
Williamson County
301 SE Inner Loop
Suite 105
Georgetown, TX 78626

EMAIL: rsemple@wilco.org

PHONE: (512) 943-1100 **FAX:**

FROM:
Michael Edwards
Carahsoft Technology Corp.
1860 Michael Faraday Drive
Suite 100
Reston, Virginia 20190

EMAIL: Michael.Edwards@carahsoft.com

PHONE: (703) 889-9761 **FAX:** (703) 871-8505

TERMS:
GSA Schedule No: GS-35F-0119Y
Term: December 20, 2011 - December 19, 2021
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO:	10688488
QUOTE DATE:	11/16/2017
QUOTE EXPIRES:	12/28/2017
RFQ NO:	
SHIPPING:	GROUND
TOTAL PRICE:	$114,093.51
TOTAL QUOTE:	$114,093.51

LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO.MONTHS	QTY	EXTENDED PRICE
		YEAR 1-DUE AT SIGNING				
1	SNPROD03378	ServiceNow® IT Service Management - Fulfiller User (Monthly) Start Date: 11/17/2017 End Date: 11/16/2018	RATE: $74.90	12	40	$35,952.00
2	PROD00100	ServiceNow® ServiceNow Fundamentals Training (3 days) - Public (per attendee)	RATE: $2,079.17		3	$6,237.51
		YEAR 1-DUE AT SIGNING SUBTOTAL:				$42,189.51
		YEAR 2				
3	SNPROD03378	ServiceNow® IT Service Management - Fulfiller User (Monthly) Start Date: 11/17/2018 End Date: 11/16/2019	RATE: $74.90	12	40	$35,952.00
		YEAR 2 SUBTOTAL:				$35,952.00
		YEAR 3				
4	SNPROD03378	ServiceNow® IT Service Management - Fulfiller User (Monthly) Start Date: 11/17/2019 End Date: 11/16/2020	RATE: $74.90	12	40	$35,952.00
		YEAR 3 SUBTOTAL:				$35,952.00
		SUBTOTAL:				$114,093.51

CARAHSOFT TECHNOLOGY CORP

carahsoft

1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO.MONTHS	QTY	EXTENDED PRICE

TOTAL PRICE:	$114,093.51
TOTAL QUOTE:	$114,093.51

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO:
Alison Gleason
Director of Enterprise Applications
Williamson County
Georgetown, TX

EMAIL: agleason@wilco.org
PHONE: (512) 943-1680 **FAX:**

FROM:
Michael Edwards
Carahsoft Technology Corp.
1860 Michael Faraday Drive
Suite 100
Reston, Virginia 20190

EMAIL: Michael.Edwards@carahsoft.com
PHONE: (703) 889-9761 **FAX:** (703) 871-8505

TERMS:
GSA Schedule No: GS-35F-0119Y
Term: December 20, 2011 - December 19, 2021
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO:	10653389
QUOTE DATE:	12/06/2017
QUOTE EXPIRES:	01/05/2018
RFQ NO:	
SHIPPING:	GROUND
TOTAL PRICE:	$74,020.00
TOTAL QUOTE:	$74,020.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
		IMPLEMENTATION SERVICES-DUE AT SIGNING			
1	SVCTSOWTAILIMP	ServiceNow« Implementation - Tailored - T&M Engagement Manager/ Process Consultant	$185.00	55	$10,175.00
2	SVCTSOWTAILIMP	ServiceNow« Implementation - Tailored - T&M Sr. Solution Consultant	$205.00	145	$29,725.00
3	SVCTSOWTAILIMP	ServiceNow« Implementation- Incident Management Quickfuze (Turnkey) Solution	$13,320.00	1	$13,320.00
4	SVCTSOWTAILIMP	ServiceNow« Implementation- Service Catalog Quickfuze (Turnkey) Solution	$10,800.00	1	$10,800.00
5	Trav&EXP	Travel and Expenses, NTE	$10,000.00	1	$10,000.00
		SUBTOTAL:			$74,020.00

TOTAL PRICE: **$74,020.00**

TOTAL QUOTE: **$74,020.00**

1. Please see SOW #SN110617, dated 11/7/17 for further detail.
2. iPower Quickfuze Assurance (1 Year)- Is included at no additional cost

Commissioners Court - Regular Session **58.**

Meeting Date: 12/19/2017

Siteimprove Software Subscription Agreement

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 service agreement with Siteimprove, which incorporates the Siteimprove Software-as-a-Service Subscription Agreement, pursuant to DIR contract# DIR-TSO-3814 #58739, for an annual subscription fee (excluding applicable taxes) of $6,183.

Background

The anticipated date for commencement of Siteimprove services is January 1, 2018, contingent on Commissioners Court approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Siteimprove Software Subscription Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/14/2017 08:53 AM
County Judge Exec Asst.	Wendy Coco	12/14/2017 09:43 AM
Form Started By: Dianne West		Started On: 12/13/2017 04:30 PM
Final Approval Date: 12/14/2017		

DIR-TSO-3814
58739

Software-as-a-Service Subscription Agreement

This Software-as-a-Service Subscription Agreement ("**Agreement**") is by and between Siteimprove, Inc., a California corporation with a business address at 7807 Creekridge Circle, Bloomington, MN 55439, and its Affiliates (defined below) (collectively, "**Siteimprove**") and **Williamson County** ("**Customer**" / "**you**" / "**your**") for Siteimprove services. This Agreement consists of the following: (A) this Software-as-a-Service Subscription Agreement document; (B) Exhibit A, "Website(s); (C) Exhibit B, "Terms and Conditions"; and (D) any other exhibits listed in this Agreement.

This offer is only valid if signed by you on or before December 29, 2017. After that date, please contact Siteimprove to issue a new offer.

Below is a description of the modules that are included in the Agreement ("**Included Services**"):

Included Services	**Limits (the "Limits")***
Quality Assurance Crawls website and identifies quality issues.	2,500 Pages
Policy Allows Customer to set website parameters to ensure consistency in content.	
Accessibility Checks website against selected WCAG 2.0 accessibility standards and WAI-ARIA techniques.	
SEO Details technical and content-related issues affecting search engine rankings and traffic to the website.	
Priority Allows Customer to set criteria for order in which issues and errors are reported. This service requires the implementation of a script on the website.	
PDF Scanning	2,500 PDFs
Response Monitors website's availability and performance.	3 Response Check Points
Standard Support Plan	

* The Limits consist of the following and their applicable definitions:

Pages: A Page is an electronic document created with HTML and accessible with a browser.

Response Check Points: Response Check Points are single URLs that are monitored for up-time and response time performance from a series of reliable servers across the globe.

Yearly Page Views: Yearly Page Views are the total number of Page Views a website will generate over the course of 365 days. A "Page View" is a single view by a website user of a page on a website that is being tracked by the Siteimprove Analytics tracking code. If a user clicks reload after reaching the page, it is counted as an additional Page View. If a user navigates to a different page and then returns to the original page, an additional Page View is recorded.

PDFs: Portable Document Format (PDF) is a file format that has captured all the elements of a printed document as an electronic image that you can view, navigate, print, or forward to someone else. To be included in this subscription a PDF must be hosted on one of the covered websites.

Access to the services

Please allow up to five business days for setup to the Included Services to be completed. The Included Services can be accessed at http://my.siteimprove.com. At that location, you can administer the logins for your authorized users. The Included Services also include training and tech support pursuant to Exhibit C.

Limitations

The Included Services are subject to the following limitations:

- Your use of the Included Services is subject to the Limits. If you exceed the Limits, we will notify you that continued use in excess of the Limits may subject you to additional charges which will be documented in a mutually-agreed change order.
- Included Services may only be run on the website(s) listed in **Exhibit A**.
- Websites can be added to the Included Services, subject to the approval of Siteimprove.
- You must be the owner of the approved website(s).
- You can only add websites – approved websites cannot be replaced with different websites.
- Included Services may only be run on public websites that do not contain sensitive or personal information.

Limit Increases

Increasing the Limits for the Included Services are available at the rates and increments indicated below. These rates and increments may be updated annually. If an increase is requested after the start of the Initial or Renewal Term, the cost will be pro-rated.

Limit Increase	Additional annual subscription fee
Pages	$900 per 1,000 pages
PDFs	$300 per 1,000 PDFs
Response Check Points	$150 per Check Point

Term

The first date for this Agreement (the "**Effective Date**") is January 1, 2018. This Agreement will remain in force for a period of 1 year following the Effective Date (the "Initial Term"). After the Initial Term, this Agreement will automatically renew for one or more additional consecutive periods of 12 months (the "Renewal Term") until terminated according to Section 3 (Termination) of the Terms.

Subscription Fees

The annual subscription fee (excluding applicable taxes) for the Included Services is: **$6,183** (the "**Fee**").

This Fee includes a discount of 10.00%, which is only valid through December 29, 2017.

Invoices & Payments

All invoices are sent to the email address listed in the Billing Information section. If an email address is not listed, your invoice will be sent to the most current email address that Siteimprove has on file.

You will be invoiced as follows:

- On January 1, 2018, you will be invoiced for the Fee.
- At least 45 days prior to the expiration of the Initial or Renewal Term, you will be invoiced for the Fee.

All invoices must be paid pursuant to the terms set forth in Section 2 of the Terms and Conditions (**Exhibit B**).

Billing Information

When you subscribe to the Included Services, we need to collect and process your personal information in order to identify you as a customer, to process payments and to send you invoices. This information is collected in this Agreement. We may transfer such information to affiliates for the purpose of the same.

You have the right to access, correct, modify and erase personal information you have given us. You may exercise these rights by contacting privacy@siteimprove.com

Contact information for invoicing:

Name:

Address:

Email:

Phone:

Customer Information

Is a Purchase Order Number ("PO") required?

☐ Yes, please provide Purchase Order Number: _____

☐ No

If a PO is required, will you be providing a new PO for each invoice?

☐ Yes

☐ No, the provided PO number can be used for the initial invoice and all subsequent invoices

Signatures

By signing below, each party acknowledges that it has carefully read and agrees to be bound by the terms of this Agreement. This Agreement will become effective on the Effective Date.

SITEIMPROVE Inc.

Signature

MICHAEL CARLSON

Name

12/12/17

Date

Williamson County

Signature

Name

Date

Exhibit A: Website(s)

The Included Services may be run on the following website(s):

- www.wilco.org

Exhibit B: Terms and Conditions

1. **DEFINITIONS**

a. Interpretation. Capitalized terms used in these Terms and Conditions will have the meanings ascribed to them in the Agreement or as defined below. Terms other than those defined below will be given their plain English meaning and terms of art having specialized meanings in the software industry will be construed in accordance with industry standards. Unless the context otherwise requires, words importing the singular include the plural and words importing the masculine include the feminine and vice versa where the context so requires.

b. "**Affiliate**" means any entity directly or indirectly controlling or controlled by or in common control with a party, where "control" is defined in this context as the ownership of at least fifty percent (50%) or more of the voting stock or other interest entitled to vote on general decisions reserved to stockholders, partners, or other owners of such entity. An entity shall no longer be an Affiliate when through loss, divestment, dilution or other reduction of ownership, the requisite control no longer exists.

c. "**Confidential Information**" means information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used that either party discloses on or after the Effective Date, to the other party or its parents, affiliates' employees, contractors, officers, directors, partners, agents, attorneys, accountants or advisors. Confidential Information includes: business processes, practices, methods, policies, plans, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, databases, records, financial information, results, accounting information, accounting records, legal information, pricing information, credit information, payroll information, staffing information, internal controls, security procedures, sales information, revenue, costs, communications, original works of authorship, customer information, and customer lists. Confidential Information does not include information that: (a) was in the public domain prior or subsequent to the time such portion was communicated to the receiving party, through no fault of that party; (b) was rightfully in the receiving party's possession free of any obligation of confidence at or subsequent to the time such portion was communicated by the disclosing party; (c) was developed by the receiving party independently of and without reference to any information communicated by the disclosing party; (d) was communicated by the disclosing party to an unaffiliated third party free of any obligation of confidence; or (e) is approved by the disclosing party for release by the receiving party.

2. **INVOICES; PAYMENTS; PAST-DUE INVOICES**

Unless expressly agreed otherwise, the Fee for the Initial Term will be invoiced on the Effective Date. At least 45 days prior to the expiration of the Initial or Renewal Term, Customer will be invoiced for the Fee for the Renewal Term. Customer will pay all invoices in accordance with Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the date the Williamson County Auditor receives an invoice for the Included Services. Unless expressly agreed otherwise, all prices are in United States Dollars. There is no charge for updates to, or new releases of, Included Services. However Siteimprove may launch new modules/services/products that are not covered by the Fee. In the event that an invoice becomes past-due, Siteimprove will notify Customer by phone or email. After Siteimprove has provided notice, Customer will have five business days to pay the past-due invoice. If Customer fails to make the payment by the end of the cure period, then Siteimprove reserves the right to: (i) begin charging Customer interest for the past-due amount at an interest rate in accordance with Texas Government Code Section 2251.025; (ii) discontinue the Included Services; or (iii) terminate this Agreement pursuant to Section 3 (a) (Termination). Regarding the interest charges on overdue payments, 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.

3. **TERMINATION**

a. For Material Breach. Either party may terminate this Agreement in the event of a material breach by the other party of its obligations under this Agreement if the other party fails to cure the breach within 30 days after receipt of written notice of breach.

b. For Convenience. During the Initial Term or Renewal Term, either party may terminate this Agreement at any time for its convenience, with or without cause, by giving written notice to the other party at least 30-days prior to the start of the Renewal Term. Customer remains liable for payment of all Fees owed and will not be entitled to a credit or refund when the Agreement is terminated by Customer pursuant to this Section 3(b). Customer will receive a prorated refund when the Agreement is terminated by Siteimprove pursuant to this Section 3(b).

4. **INCLUDED SERVICES**

Subject to the terms and conditions of this Agreement, Siteimprove will allow the Customer to access to the Included Services.

a. Ownership. Customer acknowledges and agrees that Siteimprove owns and shall remain the sole owner of all intellectual property rights vested in the Included Services created prior to or during the performance by the parties of this Agreement. This ownership right includes any inventions, patents, utility model rights, copyrights, design rights, mask works, trademark rights, or know-how, whether registered or not.

b. Use. The right to access the Included Services is worldwide, non-transferable, non-assignable (except as permitted in this Agreement) and limited in time to access and use during the Initial and any Renewal Terms and solely for Customer's internal business purposes by Customer's authorized agents. Customer will have access to the Included Services only for those website domain(s) authorized pursuant to this Agreement.

c. Restrictions. This right is not a perpetual right to use, and Customer has no right to retain or to use the Included Services after termination of the Initial or Renewal Term. Customer has no right to rent, lease, assign, transfer, sublicense, display or otherwise distribute or make the Included Services available to any third party. Without limiting the generality of any other provisions stated in this Agreement, the Included Services may not be (a) used in the performance of services for or on behalf of any third party or as a service bureau; (b) modified, incorporated into or combined with other software, or created as a derivative work of any part of the Included Services; (c) used to process any sensitive or personal information; or (d) used for any illegal purpose. Customer may not modify, disassemble, decompile or otherwise reverse engineer the Included Services nor permit any third party to do so except as expressly permitted by law. Siteimprove reserves all rights not expressly granted to Customer under this Agreement. The use of Siteimprove's intellectual property beyond the express access grant in this Section 4 is outside the scope of this Agreement.

d. Support. Siteimprove will provide support to the Customer pursuant to the agreed support plan attached as Exhibit C. In no event will Siteimprove be obligated to furnish support for any version of the Included Services that Customer has modified or altered in any way.

e. Operational Data. The Included Services are designed to collect certain operational data, which may be used by Siteimprove for various business purposes, which may include customer support, verifying the need for and providing updates to the Included Services, market research and product planning, verifying Customer's compliance with the terms and conditions of this Agreement and protecting Siteimprove's intellectual property. If Customer has used the Included Services outside the parameters set forth in the Agreement, Customer will be required to pay additional fees to cover the additional use.

5. **REPRESENTATIONS AND WARRANTIES**

a. For Siteimprove. Siteimprove represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) the Included Services will perform substantially as described in this Agreement , provided that it is used in accordance with the Agreement, including on the specified domains.

These representations and warranties are only for the benefit of Customer.

b. For Customer. Customer represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) it has full and legal right or authorization to display, disclose, transfer, assign or convey the information set forth and accessible on the websites on which the Included Services will be administered.

c. Disclaimer. Except for the express representations and warranties listed in this Agreement, each party makes no representations or warranties of any kind, whether express or implied, and expressly disclaims all warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Unless set forth in this Agreement, no oral or written information or advice given by either party will create a representation or warranty.

6. **FORCE MAJEURE**

No party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control ("**Force Majeure Events**"). Force Majeure Events include: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. A change in economic circumstances is not a Force Majeure Event. If a Force Majeure Event occurs, the Impacted Party will provide prompt notice to the other party, stating the period of time the failure or delay is estimated to last. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following written notice, either party may terminate this Agreement upon five days' written notice.

7. **LIMITATION OF LIABILITY**

a. In no event will either party or its agents, officers, directors, employees, successors, assigns, or Affiliates be liable to the other party or its agents, officers, directors, employees, successors, assigns, or Affiliates for any indirect, incidental, consequential, punitive, or other special damages. This limitation includes any loss of profits, business interruption, goodwill, loss of data/content or the restoration of any of those items.

b. In addition to and without limiting the generality of Section 7(a), the aggregate liability of either party for any and all claims arising out of or relating to this Agreement will, in any circumstances, be limited to the Fees paid or payable by Customer to Siteimprove for the right to access or use the Included Services during the Initial Term or any Renewal Term (as the case may be).

8. **CONFIDENTIALITY**

Each party will: (a) hold Confidential Information in confidence; (b) use its best efforts to protect Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information; and (c) not disclose the other party's Confidential Information to any third party, except in response to a valid order by a court or other governmental body or as required by law. The receiving party will promptly give notice to the disclosing party of any unauthorized use or disclosure of the disclosing party's Confidential Information. The receiving party agrees to assist the disclosing party in remedying any such unauthorized use or disclosure of the disclosing party's Confidential Information. At any time, upon written request, the receiving party will return or destroy the Confidential Information that the disclosing party has provided to it.

9. **ASSIGNABILITY**

This Agreement is binding upon and will inure to the benefit of the parties, their legal representatives, successors, and assigns. Except as otherwise

expressly provided in this Agreement, neither party may assign, transfer, convey or encumber this Agreement or any rights granted in it, either voluntarily or by operation of law, without the prior written consent of the other party. Any attempt to do so is null and void. Notwithstanding the foregoing, a party shall have the right to assign this Agreement to its parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering, provided the assignee is subject to all obligations of the Agreement.

10. **NOTICES**
Unless expressly set forth in the Agreement, all notices and other communications required by this Agreement must be in writing and sent to the parties at the addresses set forth below via overnight courier service, express postal service, or email with read-receipt. Notices are effective only: (a) upon receipt; and (b) if the party giving the Notice has complied with the requirements of this Section. Notice to Customer should be sent to the address set forth in the Billing Information Section. Notice to Siteimprove should be sent to:
Siteimprove, Inc.
Attn: Legal Department
7807 Creekridge Circle
Bloomington, MN 55439
With a copy to:
legal@siteimprove.com

11. **CONSUMER PRICE INDEX**
The agreement is made in line with the Consumer Price Index (CPI). At the time of invoicing for the Renewal Term, the parties agree that the Fee may be increased to align with the latest CPI. The increase may not be more than 3% of the prior year's contract value.

12. **MEDIATION AND GOVERNING LAW**
The parties agree to use mediation for dispute resolution prior to a formal legal action being taken on this Agreement. This Agreement will be governed by and construed in accordance with the laws of Texas and the United States of America, except for its conflicts of law rules and principles. In the event of any suit or proceeding arising out of or related to this Agreement, the courts of Williamson County, Texas will have exclusive jurisdiction and the parties will submit to the jurisdiction of those courts.

13. **AUDIT**
Siteimprove agrees that Customer 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 Siteimprove which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

14. **NO WAIVER**
The delay or failure of either party to exercise any right, power, or privilege under this Agreement is not to be treated as a waiver of that right, power, or privilege.

15. **PUBLICITY**
Customer consents to Siteimprove reproducing and publicizing its trading name, trademarks, logos and any Included Services utilized by Customer, on the corporate website of Siteimprove and in company presentations. Customer retains the right to revoke this consent through written notification to Siteimprove.

16. **COUNTERPARTS**
The Agreement may be executed in any number of counterparts. Each counterpart is an original and, when combined with another counterpart, will be treated as part of the same document. Any counterparts of this Agreement may be delivered electronically in PDF format; these formats have the same effect as an original executed counterpart.

17. **SEVERABILITY**
Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective to the extent of that prohibition or unenforceability in that jurisdiction. The validity, enforceability, or legality of the remaining provisions will not be affected.

18. **ENTIRE AGREEMENT**
This Agreement constitutes and expresses the entire agreement and understanding between the parties. This Agreement supersedes any prior communications, understanding, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. The parties are not relying on any representations or warranties other than those expressly listed in this Agreement. Any standard or boilerplate terms and conditions included

on any document provided by one party to another (e.g., click-wrap agreements and purchase orders) are not part of this Agreement and will not be binding on either party. Any changes or modifications to this Agreement must be in writing, acknowledge the intent to amend the terms and conditions of this Agreement and be signed by an authorized representative of both parties before taking effect.

Exhibit C - Standard Support Plan

1. SELF-HELP RESOURCES. Customers can take full advantage of Siteimprove self-help tools, available online via our Help Center (https://support.siteimprove.com/). From that page, Customers can find links to technical documentation and knowledge base articles, discuss issues with other users in our community forums, review what's new, read technical notes, and access free webinars.

2. PRODUCT SUPPORT AND TRAINING. Customers can contact Siteimprove for product support, training, and additional services by visiting our Help Center (https://support.siteimprove.com/). At that location, Customers can submit a support ticket 24x7x365.

2.1 SERVICE LEVELS. Siteimprove will utilize commercially reasonable efforts to promptly respond to all requests. Siteimprove aspires to review and respond to at least ninety percent (90%) of all tickets and requests within three (3) Business Days (See Section 4). Besides general questions and technical issues, services covered by these tickets and requests include:

- Custom CMS deep-link setup
- Custom event-tracking setup
- Custom setup of internal search tracking
- Setup of Development website crawls (subject to additional terms and conditions)

2.2 SEVERITY LEVELS. The severity level is a measure of the relative impact of the reported issue on the Customer's systems or business. Accurately defining the severity ensures a timely response and helps Siteimprove to better understand the nature of the issue.

COSMETIC	MINOR	MAJOR	CRITICAL
• Minor problem not impacting service functionality • Feature requests or missing or erroneous documentation • Question/ information request that does not affect delivery of service	• Service is operational but partially degraded for some or all users, and an acceptable workaround or solution exists • The problem is with a non-critical feature or functionality	• Service is operational but performance is highly degraded to the point of major impact on usage • Important features are unavailable, with no acceptable workaround; however, operations can continue in a restricted fashion • Access to a particular third-party application or service provider deemed noncritical is impacted	• Service is down or unavailable • Critical features or functionality is unavailable or inaccessible, resulting in total disruption of work or critical business impact • Service crashes or hangs indefinitely causing unacceptable or indefinite delays for resources or response • Data is corrupted or lost and must be restored from backup

3. SUPPORT AVAILABILITY. Siteimprove has regional support centers servicing the Americas, EMEA and APAC. Open hours for these regional support centers are as follows.

- Americas Support Center - Minneapolis, MN, USA
  Weekdays 8:00 a.m. to 5:00 p.m. — Central Standard Time (CST/CDT) -0600 UTC excluding the following

holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, New Year's Eve

- EMEA Support Center - Copenhagen, Denmark
  Weekdays 8:00 a.m. to 5:00 p.m. — Central European Time (CET/CEST) +0100 UTC
  excluding Danish public holidays
- APAC Support Center - Sydney, NSW, Australia
  Weekdays 8:00 a.m. to 5:00 p.m. — Australian Eastern Standard Time (AEST/AEDT) +1000 UTC
  excluding New South Wales national and regional public holidays

4. BUSINESS DAYS. "Business Days" are defined as the days on which Customer's regional support center is open for business (see Section 3).

5. SUPPORT CHANGES. Siteimprove has the sole discretion to change the terms and conditions of the Standard Support Plan.

Commissioners Court - Regular Session **59.**

Meeting Date: 12/19/2017

SO fuel approval

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the blanket purchase order for the Sheriffs' office, for fuel, in the amount of $100,000, to Fuleman per TCPN R161501 pricing.

Background

There is no attachment for this request because it is a blanket purchase order. The SO is asking to encumber the funds until the PO runs out of money, then they will create another one for the next projected amount they think is needed to cover costs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 08:25 AM
Form Started By: Jayme Jasso		Started On: 12/13/2017 04:43 PM
Final Approval Date: 12/14/2017		

Commissioners Court - Regular Session **60.**

Meeting Date: 12/19/2017

SimplexGrinnell Fire Alarm Monitoring Services Contract

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 service agreement with SimplexGrinnell for Fire Alarm Monitoring, which incorporates Exhibits A1-A5 and Exhibit B, pursuant to TX-MAS-5-03FACO10, with pricing as on shown on Exhibit A1-A5.

Background

The contract validity period terms for the various locations have been combined in this service agreement and are defined on Exhibit B.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SimplexGrinnell agreement with signature

SimplexGrinnell Agreement with all Exhibits referred to in signed version

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Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/14/2017 08:54 AM
County Judge Exec Asst.	Wendy Coco	12/14/2017 09:43 AM
Form Started By: Dianne West		Started On: 12/13/2017 04:53 PM
Final Approval Date: 12/14/2017		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR FIRE ALARM MONITORING
(TX-MAS-5-03FACO10)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

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 **Tyco SimplexGrinnell, (hereinafter "Service Provider")**. 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.

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, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached Statement of Work/Quotation(s) (for newly-added buildings), dated December 12, 2017 and marked Exhibit(s) "A1-A5" which are incorporated herein as if copied in full; and

B. As described in the attached Fire Alarm Monitoring Summary (for existing facilities being serviced), dated December 12, 2017 and marked Exhibit "B" which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit(s) "A1-A5" and "B," such additional services shall be described in a separate

written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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 below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s) "A1-A5" and "B." Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **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.**

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

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:

A. As described in the attached Statement of Work/Quotation(s), dated December 12, 2017 and marked as Exhibit "A1-A5" and "B" which are incorporated herein as if copied in full;

B. TX-MAS-5-03FACO10; and

C. Any required insurance certificates evidencing required coverages.

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.

VI.

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 Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. 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.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM,

DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract 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.

IX.

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.

X.

Termination: This Contract 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.

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.

Severability: In case any one or more of the provisions contained in this Contract 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 Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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 Contract, 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 Contract 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 reasonable advance notice of intended audits.

XIV.

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.

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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 that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2017

SERVICE PROVIDER:

AW Thompson
Authorized Signature

AW Nette Thompson
Printed Name

Date: June 13 ___, 2017

Exhibit "A1-A5" & "B"
Statement of Work/Quotation

SimplexGrinnell Agreement Addendum to Services Contract for Fire Alarm Monitoring

The underlying Commercial Sales Agreement for monitoring services (the "Agreement") between SimplexGrinnell LP ("SimplexGrinnell") and Williamson County, Texas ("Subscriber") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. This Addendum shall take effect as of the date of the Agreement. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the following terms and conditions of this Addendum shall control:

1. Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI,§ 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

2. SimplexGrinnell shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. SimplexGrinnell expressly acknowledges that it is not an employee of Subscriber.

3. Should Subscriber choose to add services in addition to those described in the Agreement, such additional services shall be described in a separate written amendment to this Agreement wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by Subscriber for the additional services and the terms and conditions that apply to such services. SimplexGrinnell shall not begin any additional services and Subscriber shall not be obligated to pay for any additional services unless a written amendment to this Agreement has been signed by both parties.

4. SimplexGrinnell will be compensated based as set forth in the Agreement. Any changes to compensation must be made by an amendment and approved by the Williamson County Commissioners Court. 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 the date Subscriber 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 Subscriber 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 Subscriber'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. In the event that an error appears in an invoice submitted by SimplexGrinnell, Subscriber shall notify SimplexGrinnell of the error not later than the twenty first (21st) day after the date Subscriber receives

the invoice. If the error is resolved in favor of SimplexGrinnell, SimplexGrinnell shall be entitled to receive interest on the unpaid balance of the invoice submitted by SimplexGrinnell beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the Subscriber, SimplexGrinnell shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

5. SimplexGrinnell shall provide and maintain, until the services covered in this Agreement are completed, the minimum insurance coverage in the minimum amounts as described below.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts.

Type of Coverage	Per Person	Per Occurrence
Comprehensive General Liability *(including premises, completed operations and contractual)*	$500,000	$500,000
Aggregate policy limits:		$1,000,000

Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Subscriber and name Subscriber as an additional insured, but only to the extent of Supplier's negligence and indemnification obligations. Upon execution of this Addendum, SimplexGrinnell shall provide Subscriber with insurance certificates evidencing compliance with the insurance requirements of this Agreement.

6. No Indemnification by Subscriber. SimplexGrinnell acknowledges and agrees that under the Constitution and the laws of the State of Texas, Subscriber cannot enter into an agreement whereby Subscriber agrees to indemnify or hold harmless any other party, including but not limited to SimplexGrinnell; therefore, all references of any in this Agreement to Subscriber indemnifying, holding or saving harmless any other party, including but not limited to SimplexGrinnell, for any reason whatsoever are hereby deemed void and deleted.

7. No Agency Relationship. It is understood and agreed that SimplexGrinnell shall not in any sense be considered a partner or joint venturer with Subscriber, nor shall SimplexGrinnell hold himself out as an agent or official representative of Subscriber unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. SimplexGrinnell shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of Subscriber other than what may be expressly allowed under this Contract.

8. Indemnification. To the fullest extent permitted by law, SimplexGrinnell shall indemnify and hold harmless Subscriber and its employees, agents, representatives, officers and directors from and against claims, damages, losses and expenses including, but not limited to attorney's fees, directly arising out of or resulting from SimplexGrinnell's onsite negligence while on Subscriber's premises.

9. Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to SimplexGrinnell for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Subscriber's termination of this Agreement for convenience.

10. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws or the State of Texas, excluding, however, its choice of law rules.

11. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Subscriber, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Subscriber 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.

12. Subscriber's Right to Audit. SimplexGrinnell agrees that Subscriber 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 all invoices and service tickets of SimplexGrinnell which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. SimplexGrinnell agrees that Subscriber shall have access during normal working hours to all necessary SimplexGrinnell facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Subscriber shall give SimplexGrinnell reasonable advance notice of intended audits.

13. Non-Appropriation and Fiscal Funding. The obligations of the Subscriber under this Agreement do not constitute a general obligation or indebtedness of Subscriber tix which Subscriber is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Subscriber shall have the right to terminate this Agreement at the end of any Subscriber fiscal year if the governing body of Subscriber does not appropriate sufficient funds as determined by Subscriber's budget for the fiscal year in question. Subscriber may effect such termination by giving written notice of termination to SimplexGrinnell at the end of its then-current fiscal year to be effective as of the last day of Subscriber's fiscal year.

14. Sales and Use Tax Exemption. Subscriber is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Subscriber. Exemption certificates will be provided to contractors and suppliers upon request.

15. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.00 et seq. as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Subscriber, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Subscriber as to whether or not the same are available to the public. It is further understood that Subscriber's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Subscriber, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Subscriber by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

18. County Judge or Presiding Officer Authorized to Sign. The presiding officer of Subscriber's governing body who is authorized to execute the Agreement and this Addendum may execute the Agreement and this Addendum on behalf of Subscriber.

19. Assignment. Without prior written notice of Subscriber, SimplexGrinnell may not assign this Agreement. Notwithstanding the foregoing, SimplexGrinnell may assign to an affiliate without obtaining Subscriber's consent.

Williamson County ("Subscriber")	SimplexGrinnell LP
By: _____	By: W Thompson
Title: _____	Title: Market Director
Date: _____	Date: Dec 13, 2017

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR FIRE ALARM MONITORING
(TX-MAS-5-03FACO10)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

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 **Tyco SimplexGrinnell**, **(hereinafter "Service Provider")**. 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.

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, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached Statement of Work/Quotation(s) (for newly-added buildings), dated December 12, 2017 and marked Exhibit(s) "A1-A5" which are incorporated herein as if copied in full; and

B. As described in the attached Fire Alarm Monitoring Summary (for existing facilities being serviced), dated December 12, 2017 and marked Exhibit "B" which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit(s) "A1-A5" and "B," such additional services shall be described in a separate

written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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 below.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s) "A1-A5" and "B." Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **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.**

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
b. Employer's Liability	

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

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:

A. As described in the attached Statement of Work/Quotation(s), dated December 12, 2017 and marked as Exhibit "A1-A5" and "B" which are incorporated herein as if copied in full;

B. TX-MAS-5-03FACO10; and

C. Any required insurance certificates evidencing required coverages.

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.

VI.

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 Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. 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.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM,

DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract 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.

IX.

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.

X.

Termination: This Contract 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.

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.

Severability: In case any one or more of the provisions contained in this Contract 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 Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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 Contract, 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 Contract 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 reasonable advance notice of intended audits.

XIV.

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.

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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 that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	Annette Thompson
Authorized Signature	Authorized Signature
_____	Annette Thompson
Printed Name	Printed Name
Date: _____ ___, 2017	Date: Dec 12 ___, 2017

Exhibit “A1-A5” & “B”
Statement of Work/Quotation

SimplexGrinnell Agreement Addendum to Services Contract for Fire Alarm Monitoring

The underlying Commercial Sales Agreement for monitoring services (the "Agreement") between SimplexGrinnell LP ("SimplexGrinnell") and Williamson County, Texas ("Subscriber") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. This Addendum shall take effect as of the date of the Agreement. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the following terms and conditions of this Addendum shall control:

1. Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI,§ 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

2. SimplexGrinnell shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. SimplexGrinnell expressly acknowledges that it is not an employee of Subscriber.

3. Should Subscriber choose to add services in addition to those described in the Agreement, such additional services shall be described in a separate written amendment to this Agreement wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by Subscriber for the additional services and the terms and conditions that apply to such services. SimplexGrinnell shall not begin any additional services and Subscriber shall not be obligated to pay for any additional services unless a written amendment to this Agreement has been signed by both parties.

4. SimplexGrinnell will be compensated based as set forth in the Agreement. Any changes to compensation must be made by an amendment and approved by the Williamson County Commissioners Court. 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 the date Subscriber 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 Subscriber 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 Subscriber'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. In the event that an error appears in an invoice submitted by SimplexGrinnell, Subscriber shall notify SimplexGrinnell of the error not later than the twenty first (21st) day after the date Subscriber receives

the invoice. If the error is resolved in favor of SimplexGrinnell, SimplexGrinnell shall be entitled to receive interest on the unpaid balance of the invoice submitted by SimplexGrinnell beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the Subscriber, SimplexGrinnell shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

5. SimplexGrinnell shall provide and maintain, until the services covered in this Agreement are completed, the minimum insurance coverage in the minimum amounts as described below.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts.

Type of Coverage	Per Person	Per Occurrence
Comprehensive General Liability *(including premises, completed operations and contractual)*	$500,000	$500,000
Aggregate policy limits:		$1,000,000

Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Subscriber and name Subscriber as an additional insured, but only to the extent of Supplier's negligence and indemnification obligations. Upon execution of this Addendum, SimplexGrinnell shall provide Subscriber with insurance certificates evidencing compliance with the insurance requirements of this Agreement.

6. No Indemnification by Subscriber. SimplexGrinnell acknowledges and agrees that under the Constitution and the laws of the State of Texas, Subscriber cannot enter into an agreement whereby Subscriber agrees to indemnify or hold harmless any other party, including but not limited to SimplexGrinnell; therefore, all references of any in this Agreement to Subscriber indemnifying, holding or saving harmless any other party, including but not limited to SimplexGrinnell, for any reason whatsoever are hereby deemed void and deleted.

7. No Agency Relationship. It is understood and agreed that SimplexGrinnell shall not in any sense be considered a partner or joint venturer with Subscriber, nor shall SimplexGrinnell hold himself out as an agent or official representative of Subscriber unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. SimplexGrinnell shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of Subscriber other than what may be expressly allowed under this Contract.

8. Indemnification. To the fullest extent permitted by law, SimplexGrinnell shall indemnify and hold harmless Subscriber and its employees, agents, representatives, officers and directors from and against claims, damages, losses and expenses including, but not limited to attorney's fees, directly arising out of or resulting from SimplexGrinnell's onsite negligence while on Subscriber's premises.

9. Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to SimplexGrinnell for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Subscriber's termination of this Agreement for convenience.

10. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws or the State of Texas, excluding, however, its choice of law rules.

11. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Subscriber, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Subscriber 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.

12. Subscriber's Right to Audit. SimplexGrinnell agrees that Subscriber 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 all invoices and service tickets of SimplexGrinnell which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. SimplexGrinnell agrees that Subscriber shall have access during normal working hours to all necessary SimplexGrinnell facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Subscriber shall give SimplexGrinnell reasonable advance notice of intended audits.

13. Non-Appropriation and Fiscal Funding. The obligations of the Subscriber under this Agreement do not constitute a general obligation or indebtedness of Subscriber tix which Subscriber is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Subscriber shall have the right to terminate this Agreement at the end of any Subscriber fiscal year if the governing body of Subscriber does not appropriate sufficient funds as determined by Subscriber's budget for the fiscal year in question. Subscriber may effect such termination by giving written notice of termination to SimplexGrinnell at the end of its then-current fiscal year to be effective as of the last day of Subscriber's fiscal year.

14. Sales and Use Tax Exemption. Subscriber is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Subscriber. Exemption certificates will be provided to contractors and suppliers upon request.

15. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.00 et seq. as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Subscriber, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Subscriber as to whether or not the same are available to the public. It is further understood that Subscriber's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Subscriber, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Subscriber by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

18. County Judge or Presiding Officer Authorized to Sign. The presiding officer of Subscriber's governing body who is authorized to execute the Agreement and this Addendum may execute the Agreement and this Addendum on behalf of Subscriber.

19. Assignment. Without prior written notice of Subscriber, SimplexGrinnell may not assign this Agreement. Notwithstanding the foregoing, SimplexGrinnell may assign to an affiliate without obtaining Subscriber's consent.

Williamson County ("Subscriber")	SimplexGrinnell LP
By: _____	By: _____
Title: _____	Title: Market Director
Date: _____	Date: 12/12/2017

Contractor: **SimplexGrinnell**						**SimplexGrinnell TXMAS Schedule**							
Sales Representative:	Heather Foster		(District #) 494-019461!			**Fire Alarm & Suppression Services :**						**TXMAS-5-03FAC010**	
Street:	3101 SE Inner Loop					**Fire Alarm Services**							
City:	Georgetown												
State:	Texas												
Phone #:													
End-User Facility Name	**Williamson County Regional Animal Shelter**												
Address	1855 SE Inner Loop, Georgetown												
Zip Code	78626		Enter quantity of each of desired line items below rose colored boxes								**Full Service Pricing**		
			Total Price will automatically be calculated at botton of sheet.								**Includes Annual Inspection**		
LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	**Initial Test, Inspect, & Report**	**Qty**	**Total Initial Test, Inspect, & Report**								**Annual Full Maintenance**	**Qty**	**Total Annual Full Maintenance**
Control Equipment													
Simplex 4004	$ 160.41		$ -								$ 548.00		$0.00
Simplex 4005	$ 160.41		$ -								$ 543.21		$0.00
Simplex 4208	$ 160.41		$ -								$ 548.00		$0.00
Simplex 2001	$ 160.41		$ -								$ 548.00		$0.00
Simplex 4006	$ 160.41		$ -								$ 522.37		$0.00
Non-Simplex Fire Alarm Control Panel (Hardwire)	$ 160.41		$ -								$ 882.11		$0.00
Additional Panel (each)	$ 76.14		$ -	For Full Service, must insert panel quantities in lines 13-18.							Test Only See Line 104		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	$ 160.41		$ -								$ 573.42		$0.00
Control Panel Central Transmitter	Included										Included		
Central Station Receiver	Included										Included		
Annunciator LED type	$ 35.53		$ -								$ 154.43		$0.00
Annunciator graphic command center	$ 76.14		$ -								Test Only See Line 104		
NAC Power Extender (Includes Battery Testing)	$ 76.14		$ -								$ 152.93		$0.00
Battery testing - lead acid	Included										Test Only See Line 104		
Battery testing -gel cell	Included										Test Only See Line 104		
Battery testing - Ni-Cad	Included										Test Only See Line 104		
D.A.C.T.	$ 20.30		$ -								$ 71.16		$0.00
Emergency Telephone	$ 3.87		$ -								Test Only See Line 104		
Phone Jacks	$ 4.06		$ -								Test Only See Line 104		

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report						Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included								Test Only See Line 104		
Amplifier & tone generators	Included								Test Only See Line 104		
Initiating Devices											
Duct detector Functional Test Only	$ 20.30		$ -						$114.77		$0.00
Duct detector , Inspection, Cleaning, Sensitivity	$ 35.53		$ -						Test Only See Line 104		
Subfloor Detector (Test and Inspect)	$ 15.23		$ -						Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	$ 27.41		$ -						Test Only See		
Heat detector: restorable	$ 11.17		$ -						$37.05		$0.00
Heat detector: non-restorable	$ 11.17		$ -						$37.05		$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	$ 12.57		$ -						Test Only See Line 104		
Smoke Detector Test & Inspect	$ 7.75		$ -						$27.20		$0.00
Smoke detector: beam detection	$ 42.64		$ -	For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location					$146.50		$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	$ 21.32		$ -						$67.57		$0.00
Smoke Detector Sensitivity Report from Panel	$ 126.90		$ -						Test Only See Line 104		
Above ceiling grid smoke detector Inspection	$ 21.32		$ -						$64.81		$0.00
Smoke detector: laser	$ 40.61		$ -						Test Only See		
Master Box	$ 26.40		$ -						$171.18		$0.00
Fire Alarm Box (Manual Pull Station)	$ 3.87		$ -						$14.97		$0.00
Flame Detector	$ 40.61		$ -						$293.49		$0.00
Elevator Shunt Trip Test/Per Bank	$ 21.31		$ -						Test Only See Line 104		
Vesda Early Detection Device	$ 42.64		$ -						$249.10		$0.00
Fire Supervisory Signal, Emergency Generator	$ 3.87		$ -						Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	$ 6.60		$ -						$24.12		$0.00
Sprinkler Water Flow Switch Electrical only	$ 6.60		$ -						$25.92		$0.00
Sprinkler Tamper Switch Electrical only	$ 6.60		$ -						$24.12		$0.00

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maintenance	Qty	Total Annual Full Maintenance
Fire Supervisory Signal, Fire Pump	$ 3.87		$ -							Test Only See Line 104		
	$ -											
Miscellaneous	$ -											
Water tank; low level	$ 3.87		$ -							Test Only See Line 104		
Water tank; high level	$ 3.87		$ -							Test Only See Line 104		
Water tank; temperature	$ 3.87		$ -							Test Only See Line 104		
Lift Rental per inspection / Service Call (If Required)	$ 319.80	0	$ -							$319.80		$0.00
Door closer/Holder	$ 3.87		$ -							$90.21		$0.00
Smoke Dampers	$ 69.62		$ -							Test Only See Line 104		
Overhead fire doors	$ 152.28		$ -							Test Only See Line 104		
Alarm Notification Appliances												
Fire Alarm, Bell	$ 3.87		$ -							$15.27		$0.00
Speakers	$ 3.87		$ -							$15.27		$0.00
Fire Alarm Audio Visual Device (A/V)	$ 3.87		$ -							$18.67		$0.00
Fire Alarm Visual Device	$ 3.87		$ -							$17.92		$0.00
Horns	$ 3.87		$ -							$15.27		$0.00
chimes	$ 3.87		$ -							$15.27		$0.00
Monitoring												
UL Central Station Monitoring (Fire)	$ 319.80	1	$ 319.80									
Single Bldg fire alarm only including 24-hour dialer test	$ 409.14		$ -									
Multiple Bldg. applications (same Dialer) Cost per each building)	$ 153.30		$ -									
Combo Fire & Security Monitoring - Single Bldg	$ 537.06		$ -									
Single Bldg Burglar alarm	$ 383.76		$ -									
Holdup Duress	$ 63.96		$ -									
Open/Close Logging (Log Only)	$ 166.50		$ -									
Open/Close Logging Supervised	$ 447.72		$ -									

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maintenance	Qty	Total Annual Full Maintenance
Monthly opening and closing reports	$ 89.34		$ -									
Weekly opening and closing reports	$ 358.38		$ -									
Special Conditions(per initiating device) Monitoring of other alarm types such as temperature, nurse call)	$ 63.96		$ -									
Digital Communicator and programming	$ 710.38		$ -									
Reprogramming	$ 160.41	0	$ -									
Elevator Monitoring (per unit)	$ 255.84		$ -									
Parking Lot Service (Phone)	$ 255.84		$ -									
Video Alarm verification (Maximum 3 incidents per month, $30 charge per incident over 3/mo: video archive time 5 days	$ 1,265.99		$ -									
24 Hour Dialer Test for non-fire system subscriber or second line test	$ 77.16		$ -									
				Note: For all items that state "Test Only" Full Service is								
OPEN MARKET Service Not on Schedule												
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	$	319.80
Difficulty Factor		1.15
Sub Total	$	367.77
Spot Reduction	$	-
Price Reduction	$	8.50
Total Initial Test & Inspect	$	359.27

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	$	-
Difficulty Factor		1.15
Sub Total	$	-
Spot Reduction	$	-
Price Reduction	$	8.50
Total Annual Full Maintenance	$	-

Zip Code	78626	**Normal Business Hours Order Total**
End-User Facility Name	Regional Animal	
Address	Loop, Georgetown	**$ 359.27**

Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____**Date:**_____

Zip Code	78626	**After Normal Business Hours Order Total**
End-User Facility Name	Williamson County Regional Animal Shelter	
Address	Loop, Georgetown	**$ 538.91**

Use only if inspections are required to be performed outside normal business hours

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____**Date:**_____

The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.
Fire Alarm Technician (Non-Software based)

Rates - NICET Level II Technician (Conventional/Hard Wired System)	Per Hour
Repair Services per hour during normal hours (Monday through Friday)	$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	$137.82
Repair services per hour Sunday and Holidays	$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "http://simplexgrinnell.ia/government/US/index.asp" under GSA Schedules; Service.

Additional Terms and Conditions

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);

ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;

iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;

iv. Provide a safe work environment;

v. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and

vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

5. **Reserved**

6. **Limitation of Liability; Limitations of Remedy**. **It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

8. Terms and Conditions Governing Alarm Monitoring Service.

a. Customer agrees and acknowledges that Company's sole and only obligation shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested.

b. **Customer's Duties.**

i. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention.

ii. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational.

iii. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

iv. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

v. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

vi. Customer shall promptly reset the System after any activation.

vii. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

viii. Customer shall follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

viiii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.

c. **Communication Facilities.**

i. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

ii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.

iii. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM**

SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO

SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION.

CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED.

CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER.

CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH

A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

d. **Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional char**ge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

e. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

f. **System Equipment.** If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

g. **Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement.

h. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

i. **Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

Contractor: **SimplexGrinnell**						**SimplexGrinnell TXMAS Schedule**							
Sales Representative:	Heather Foster		(District #) 494-019461			**Fire Alarm & Suppression Services :**						**TXMAS-5-03FAC010**	
Street:	3101 SE Inner Loop					**Fire Alarm Services**							
City:	Georgetown												
State:	Texas												
Phone #:													
End-User Facility Name	**Williamson County EXPO**												
Address	210 Carlos Parker Blvd, Taylor												
Zip Code	76574		Enter quantity of each of desired line items below rose colored boxes								**Full Service Pricing**		
			Total Price will automatically be calculated at botton of sheet.								**Includes Annual Inspection**		
LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	**Initial Test, Inspect, & Report**	**Qty**	**Total Initial Test, Inspect, & Report**								**Annual Full Maintenance**	**Qty**	**Total Annual Full Maintenance**
Control Equipment													
Simplex 4004	$ 160.41		$ -								$ 548.00		$0.00
Simplex 4005	$ 160.41		$ -								$ 543.21		$0.00
Simplex 4208	$ 160.41		$ -								$ 548.00		$0.00
Simplex 2001	$ 160.41		$ -								$ 548.00		$0.00
Simplex 4006	$ 160.41		$ -								$ 522.37		$0.00
Non-Simplex Fire Alarm Control Panel (Hardwire)	$ 160.41		$ -								$ 882.11		$0.00
Additional Panel (each)	$ 76.14		$ -	For Full Service, must insert panel quantities in lines 13-18.							Test Only See Line 104		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	$ 160.41		$ -								$ 573.42		$0.00
Control Panel Central Transmitter	Included										Included		
Central Station Receiver	Included										Included		
Annunciator LED type	$ 35.53		$ -								$ 154.43		$0.00
Annunciator graphic command center	$ 76.14		$ -								Test Only See Line 104		
NAC Power Extender (Includes Battery Testing)	$ 76.14		$ -								$ 152.93		$0.00
Battery testing - lead acid	Included										Test Only See Line 104		
Battery testing -gel cell	Included										Test Only See Line 104		
Battery testing - Ni-Cad	Included										Test Only See Line 104		
D.A.C.T.	$ 20.30		$ -								$ 71.16		$0.00
Emergency Telephone	$ 3.87		$ -								Test Only See Line 104		
Phone Jacks	$ 4.06		$ -								Test Only See Line 104		

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report						Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included								Test Only See Line 104		
Amplifier & tone generators	Included								Test Only See Line 104		
Initiating Devices											
Duct detector Functional Test Only	$ 20.30		$ -						$114.77		$0.00
Duct detector , Inspection, Cleaning, Sensitivity	$ 35.53		$ -						Test Only See Line 104		
Subfloor Detector (Test and Inspect)	$ 15.23		$ -						Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	$ 27.41		$ -						Test Only See		
Heat detector: restorable	$ 11.17		$ -						$37.05		$0.00
Heat detector: non-restorable	$ 11.17		$ -						$37.05		$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	$ 12.57		$ -						Test Only See Line 104		
Smoke Detector Test & Inspect	$ 7.75		$ -						$27.20		$0.00
Smoke detector: beam detection	$ 42.64		$ -	For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location					$146.50		$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	$ 21.32		$ -						$67.57		$0.00
Smoke Detector Sensitivity Report from Panel	$ 126.90		$ -						Test Only See Line 104		
Above ceiling grid smoke detector Inspection	$ 21.32		$ -						$64.81		$0.00
Smoke detector: laser	$ 40.61		$ -						Test Only See		
Master Box	$ 26.40		$ -						$171.18		$0.00
Fire Alarm Box (Manual Pull Station)	$ 3.87		$ -						$14.97		$0.00
Flame Detector	$ 40.61		$ -						$293.49		$0.00
Elevator Shunt Trip Test/Per Bank	$ 21.31		$ -						Test Only See Line 104		
Vesda Early Detection Device	$ 42.64		$ -						$249.10		$0.00
Fire Supervisory Signal, Emergency Generator	$ 3.87		$ -						Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	$ 6.60		$ -						$24.12		$0.00
Sprinkler Water Flow Switch Electrical only	$ 6.60		$ -						$25.92		$0.00
Sprinkler Tamper Switch Electrical only	$ 6.60		$ -						$24.12		$0.00

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maintenance	Qty	Total Annual Full Maintenance
Fire Supervisory Signal, Fire Pump	$ 3.87		$ -							Test Only See Line 104		
	$ -											
Miscellaneous	$ -											
Water tank; low level	$ 3.87		$ -							Test Only See Line 104		
Water tank; high level	$ 3.87		$ -							Test Only See Line 104		
Water tank; temperature	$ 3.87		$ -							Test Only See Line 104		
Lift Rental per inspection / Service Call (If Required)	$ 319.80	0	$ -							$319.80		$0.00
Door closer/Holder	$ 3.87		$ -							$90.21		$0.00
Smoke Dampers	$ 69.62		$ -							Test Only See Line 104		
Overhead fire doors	$ 152.28		$ -							Test Only See Line 104		
Alarm Notification Appliances												
Fire Alarm, Bell	$ 3.87		$ -							$15.27		$0.00
Speakers	$ 3.87		$ -							$15.27		$0.00
Fire Alarm Audio Visual Device (A/V)	$ 3.87		$ -							$18.67		$0.00
Fire Alarm Visual Device	$ 3.87		$ -							$17.92		$0.00
Horns	$ 3.87		$ -							$15.27		$0.00
chimes	$ 3.87		$ -							$15.27		$0.00
Monitoring												
UL Central Station Monitoring (Fire)	$ 319.80	1	$ 319.80									
Single Bldg fire alarm only including 24-hour dialer test	$ 409.14		$ -									
Multiple Bldg. applications (same Dialer) Cost per each building)	$ 153.30		$ -									
Combo Fire & Security Monitoring - Single Bldg	$ 537.06		$ -									
Single Bldg Burglar alarm	$ 383.76		$ -									
Holdup Duress	$ 63.96		$ -									
Open/Close Logging (Log Only)	$ 166.50		$ -									
Open/Close Logging Supervised	$ 447.72		$ -									

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maintenance	Qty	Total Annual Full Maintenance
Monthly opening and closing reports	$ 89.34		$ -									
Weekly opening and closing reports	$ 358.38		$ -									
Special Conditions(per initiating device) Monitoring of other alarm types such as temperature, nurse call)	$ 63.96		$ -									
Digital Communicator and programming	$ 710.38		$ -									
Reprogramming	$ 160.41	0	$ -									
Elevator Monitoring (per unit)	$ 255.84		$ -									
Parking Lot Service (Phone)	$ 255.84		$ -									
Video Alarm verification (Maximum 3 incidents per month, $30 charge per incident over 3/mo: video archive time 5 days	$ 1,265.99		$ -									
24 Hour Dialer Test for non-fire system subscriber or second line test	$ 77.16		$ -									
				Note: For all items that state "Test Only" Full Service is								
OPEN MARKET Service Not on Schedule												
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	$	319.80
Difficulty Factor		1.15
Sub Total	$	367.77
Spot Reduction	$	-
Price Reduction	$	8.50
Total Initial Test & Inspect	$	359.27

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	$	-
Difficulty Factor		1.15
Sub Total	$	-
Spot Reduction	$	-
Price Reduction	$	8.50
Total Annual Full Maintenance	$	-

Zip Code	76574	**Normal Business Hours Order Total**
End-User Facility Name	EXPO	
Address	Blvd, Taylor	**$ 359.27**

Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____**Date:**_____

Zip Code	76574	**After Normal Business Hours Order Total**
End-User Facility Name	Williamson County EXPO	
Address	Blvd, Taylor	**$ 538.91**

Use only if inspections are required to be performed outside normal business hours

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____**Date:**_____

The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.

Fire Alarm Technician (Non-Software based)

Rates - NICET Level II Technician (Conventional/Hard Wired System)	Per Hour
Repair Services per hour during normal hours (Monday through Friday)	$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	$137.82
Repair services per hour Sunday and Holidays	$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "http://simplexgrinnell.ia/government/US/index.asp" under GSA Schedules; Service.

Additional Terms and Conditions

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);

ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;

iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;

iv. Provide a safe work environment;

v. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and

vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

5. **Reserved**

6. **Limitation of Liability; Limitations of Remedy**. **It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

8. Terms and Conditions Governing Alarm Monitoring Service.

a. Customer agrees and acknowledges that Company's sole and only obligation shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested.

b. **Customer's Duties.**

i. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention.

ii. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational.

iii. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

iv. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

v. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

vi. Customer shall promptly reset the System after any activation.

vii. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

viii. Customer shall follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

viiii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.

c. **Communication Facilities.**

i. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

ii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.

iii. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM**

SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO

SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION.

CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED.

CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER.

CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH

A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

d. **Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional char**ge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

e. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

f. **System Equipment.** If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

g. **Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement.

h. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

i. **Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

Contractor: **SimplexGrinnell**											**SimplexGrinnell TXMAS Schedule**			
Sales Representative:	Heather Foster			(District #) 494-019461!							**Fire Alarm & Suppression Services :**		**TXMAS-5-03FAC010**	
Street:	3101 SE Inner Loop										**Fire Alarm Services**			
City:	Georgetown													
State:	Texas													
Phone #:														
End-User Facility Name	**Williamson County Justice Center**													
Address	405 MLK, Georgetown													
Zip Code	78626		Enter quantity of each of desired line items below rose colored boxes								**Full Service Pricing**			
			Total Price will automatically be calculated at botton of sheet.								**Includes Annual Inspection**			
LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	**Initial Test, Inspect, & Report**	**Qty**	**Total Initial Test, Inspect, & Report**								**Annual Full Maintenance**	**Qty**	**Total Annual Full Maintenance**	
Control Equipment														
Simplex 4004	$ 160.41		$ -								$ 548.00		$0.00	
Simplex 4005	$ 160.41		$ -								$ 543.21		$0.00	
Simplex 4208	$ 160.41		$ -								$ 548.00		$0.00	
Simplex 2001	$ 160.41		$ -								$ 548.00		$0.00	
Simplex 4006	$ 160.41		$ -								$ 522.37		$0.00	
Non-Simplex Fire Alarm Control Panel (Hardwire)	$ 160.41		$ -								$ 882.11		$0.00	
Additional Panel (each)	$ 76.14		$ -	For Full Service, must insert panel quantities in lines 13-18.							Test Only See Line 104			
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	$ 160.41		$ -								$ 573.42		$0.00	
Control Panel Central Transmitter	Included										Included			
Central Station Receiver	Included										Included			
Annunciator LED type	$ 35.53		$ -								$ 154.43		$0.00	
Annunciator graphic command center	$ 76.14		$ -								Test Only See Line 104			
NAC Power Extender (Includes Battery Testing)	$ 76.14		$ -								$ 152.93		$0.00	
Battery testing - lead acid	Included										Test Only See Line 104			
Battery testing -gel cell	Included										Test Only See Line 104			
Battery testing - Ni-Cad	Included										Test Only See Line 104			
D.A.C.T.	$ 20.30		$ -								$ 71.16		$0.00	
Emergency Telephone	$ 3.87		$ -								Test Only See Line 104			
Phone Jacks	$ 4.06		$ -								Test Only See Line 104			

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report						Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included								Test Only See Line 104		
Amplifier & tone generators	Included								Test Only See Line 104		
Initiating Devices											
Duct detector Functional Test Only	$ 20.30		$ -						$114.77		$0.00
Duct detector , Inspection, Cleaning, Sensitivity	$ 35.53		$ -						Test Only See Line 104		
Subfloor Detector (Test and Inspect)	$ 15.23		$ -						Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	$ 27.41		$ -						Test Only See		
Heat detector: restorable	$ 11.17		$ -						$37.05		$0.00
Heat detector: non-restorable	$ 11.17		$ -						$37.05		$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	$ 12.57		$ -						Test Only See Line 104		
Smoke Detector Test & Inspect	$ 7.75		$ -						$27.20		$0.00
Smoke detector: beam detection	$ 42.64		$ -	For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location					$146.50		$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	$ 21.32		$ -						$67.57		$0.00
Smoke Detector Sensitivity Report from Panel	$ 126.90		$ -						Test Only See Line 104		
Above ceiling grid smoke detector Inspection	$ 21.32		$ -						$64.81		$0.00
Smoke detector: laser	$ 40.61		$ -						Test Only See		
Master Box	$ 26.40		$ -						$171.18		$0.00
Fire Alarm Box (Manual Pull Station)	$ 3.87		$ -						$14.97		$0.00
Flame Detector	$ 40.61		$ -						$293.49		$0.00
Elevator Shunt Trip Test/Per Bank	$ 21.31		$ -						Test Only See Line 104		
Vesda Early Detection Device	$ 42.64		$ -						$249.10		$0.00
Fire Supervisory Signal, Emergency Generator	$ 3.87		$ -						Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	$ 6.60		$ -						$24.12		$0.00
Sprinkler Water Flow Switch Electrical only	$ 6.60		$ -						$25.92		$0.00
Sprinkler Tamper Switch Electrical only	$ 6.60		$ -						$24.12		$0.00

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maintenance	Qty	Total Annual Full Maintenance
Fire Supervisory Signal, Fire Pump	$ 3.87		$ -							Test Only See Line 104		
	$ -											
Miscellaneous	$ -											
Water tank; low level	$ 3.87		$ -							Test Only See Line 104		
Water tank; high level	$ 3.87		$ -							Test Only See Line 104		
Water tank; temperature	$ 3.87		$ -							Test Only See Line 104		
Lift Rental per inspection / Service Call (If Required)	$ 319.80	0	$ -							$319.80		$0.00
Door closer/Holder	$ 3.87		$ -							$90.21		$0.00
Smoke Dampers	$ 69.62		$ -							Test Only See Line 104		
Overhead fire doors	$ 152.28		$ -							Test Only See Line 104		
Alarm Notification Appliances												
Fire Alarm, Bell	$ 3.87		$ -							$15.27		$0.00
Speakers	$ 3.87		$ -							$15.27		$0.00
Fire Alarm Audio Visual Device (A/V)	$ 3.87		$ -							$18.67		$0.00
Fire Alarm Visual Device	$ 3.87		$ -							$17.92		$0.00
Horns	$ 3.87		$ -							$15.27		$0.00
chimes	$ 3.87		$ -							$15.27		$0.00
Monitoring												
UL Central Station Monitoring (Fire)	$ 319.80	1	$ 319.80									
Single Bldg fire alarm only including 24-hour dialer test	$ 409.14		$ -									
Multiple Bldg. applications (same Dialer) Cost per each building)	$ 153.30		$ -									
Combo Fire & Security Monitoring - Single Bldg	$ 537.06		$ -									
Single Bldg Burglar alarm	$ 383.76		$ -									
Holdup Duress	$ 63.96		$ -									
Open/Close Logging (Log Only)	$ 166.50		$ -									
Open/Close Logging Supervised	$ 447.72		$ -									

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maintenance	Qty	Total Annual Full Maintenance
Monthly opening and closing reports	$ 89.34		$ -									
Weekly opening and closing reports	$ 358.38		$ -									
Special Conditions(per initiating device) Monitoring of other alarm types such as temperature, nurse call)	$ 63.96		$ -									
Digital Communicator and programming	$ 710.38		$ -									
Reprogramming	$ 160.41	0	$ -									
Elevator Monitoring (per unit)	$ 255.84		$ -									
Parking Lot Service (Phone)	$ 255.84		$ -									
Video Alarm verification (Maximum 3 incidents per month, $30 charge per incident over 3/mo: video archive time 5 days	$ 1,265.99		$ -									
24 Hour Dialer Test for non-fire system subscriber or second line test	$ 77.16		$ -									
				Note: For all items that state "Test Only" Full Service is								
OPEN MARKET Service Not on Schedule												
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	$	319.80
Difficulty Factor		1.15
Sub Total	$	367.77
Spot Reduction	$	-
Price Reduction	$	8.50
Total Initial Test & Inspect	$	359.27

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	$	-
Difficulty Factor		1.15
Sub Total	$	-
Spot Reduction	$	-
Price Reduction	$	8.50
Total Annual Full Maintenance	$	-

Zip Code	78626	**Normal Business Hours Order Total**
End-User Facility Name	Justice Center	
Address	Georgetown	**$ 359.27**

Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____**Date:**_____

Zip Code	78626	**After Normal Business Hours Order Total**
End-User Facility Name	Williamson County Justice Center	
Address	Georgetown	**$ 538.91**

Use only if inspections are required to be performed outside normal business hours

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____**Date:**_____

The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.
Fire Alarm Technician (Non-Software based)

Rates - NICET Level II Technician (Conventional/Hard Wired System)	Per Hour
Repair Services per hour during normal hours (Monday through Friday)	$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	$137.82
Repair services per hour Sunday and Holidays	$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "http://simplexgrinnell.ia/government/US/index.asp" under GSA Schedules; Service.

Additional Terms and Conditions

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);

ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;

iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;

iv. Provide a safe work environment;

v. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and

vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

5. **Reserved**

6. **Limitation of Liability; Limitations of Remedy**. **It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

8. Terms and Conditions Governing Alarm Monitoring Service.

a. Customer agrees and acknowledges that Company's sole and only obligation shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested.

b. **Customer's Duties.**

i. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention.

ii. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational.

iii. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

iv. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

v. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

vi. Customer shall promptly reset the System after any activation.

vii. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

viii. Customer shall follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

viiii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.

c. **Communication Facilities.**

i. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

ii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.

iii. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM**

SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO

SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION.

CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED.

CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER.

CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH

A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

d. **Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional char**ge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

e. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

f. **System Equipment.** If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

g. **Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement.

h. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

i. **Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

Contractor: **SimplexGrinnell**						**SimplexGrinnell TXMAS Schedule**							
Sales Representative:	Heather Foster			(District #) 494-019461!		**Fire Alarm & Suppression Services :**						**TXMAS-5-03FAC010**	
Street:	3101 SE Inner Loop					**Fire Alarm Services**							
City:	Georgetown												
State:	Texas												
Phone #:													
End-User Facility Name	**Williamson County Juvenile Justice Center**												
Address	200 Wilco Way												
Zip Code	78626		Enter quantity of each of desired line items below rose colored boxes								**Full Service Pricing**		
			Total Price will automatically be calculated at botton of sheet.								**Includes Annual Inspection**		
LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	**Initial Test, Inspect, & Report**	**Qty**	**Total Initial Test, Inspect, & Report**								**Annual Full Maintenance**	**Qty**	**Total Annual Full Maintenance**
Control Equipment													
Simplex 4004	$ 160.41		$ -								$ 548.00		$0.00
Simplex 4005	$ 160.41		$ -								$ 543.21		$0.00
Simplex 4208	$ 160.41		$ -								$ 548.00		$0.00
Simplex 2001	$ 160.41		$ -								$ 548.00		$0.00
Simplex 4006	$ 160.41		$ -								$ 522.37		$0.00
Non-Simplex Fire Alarm Control Panel (Hardwire)	$ 160.41		$ -								$ 882.11		$0.00
Additional Panel (each)	$ 76.14		$ -	For Full Service, must insert panel quantities in lines 13-18.							Test Only See Line 104		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	$ 160.41		$ -								$ 573.42		$0.00
Control Panel Central Transmitter	Included										Included		
Central Station Receiver	Included										Included		
Annunciator LED type	$ 35.53		$ -								$ 154.43		$0.00
Annunciator graphic command center	$ 76.14		$ -								Test Only See Line 104		
NAC Power Extender (Includes Battery Testing)	$ 76.14		$ -								$ 152.93		$0.00
Battery testing - lead acid	Included										Test Only See Line 104		
Battery testing -gel cell	Included										Test Only See Line 104		
Battery testing - Ni-Cad	Included										Test Only See Line 104		
D.A.C.T.	$ 20.30		$ -								$ 71.16		$0.00
Emergency Telephone	$ 3.87		$ -								Test Only See Line 104		
Phone Jacks	$ 4.06		$ -								Test Only See Line 104		

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report						Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included								Test Only See Line 104		
Amplifier & tone generators	Included								Test Only See Line 104		
Initiating Devices											
Duct detector Functional Test Only	$ 20.30		$ -						$114.77		$0.00
Duct detector , Inspection, Cleaning, Sensitivity	$ 35.53		$ -						Test Only See Line 104		
Subfloor Detector (Test and Inspect)	$ 15.23		$ -						Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	$ 27.41		$ -						Test Only See		
Heat detector: restorable	$ 11.17		$ -						$37.05		$0.00
Heat detector: non-restorable	$ 11.17		$ -						$37.05		$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	$ 12.57		$ -						Test Only See Line 104		
Smoke Detector Test & Inspect	$ 7.75		$ -						$27.20		$0.00
Smoke detector: beam detection	$ 42.64		$ -	For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location					$146.50		$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	$ 21.32		$ -						$67.57		$0.00
Smoke Detector Sensitivity Report from Panel	$ 126.90		$ -						Test Only See Line 104		
Above ceiling grid smoke detector Inspection	$ 21.32		$ -						$64.81		$0.00
Smoke detector: laser	$ 40.61		$ -						Test Only See		
Master Box	$ 26.40		$ -						$171.18		$0.00
Fire Alarm Box (Manual Pull Station)	$ 3.87		$ -						$14.97		$0.00
Flame Detector	$ 40.61		$ -						$293.49		$0.00
Elevator Shunt Trip Test/Per Bank	$ 21.31		$ -						Test Only See Line 104		
Vesda Early Detection Device	$ 42.64		$ -						$249.10		$0.00
Fire Supervisory Signal, Emergency Generator	$ 3.87		$ -						Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	$ 6.60		$ -						$24.12		$0.00
Sprinkler Water Flow Switch Electrical only	$ 6.60		$ -						$25.92		$0.00
Sprinkler Tamper Switch Electrical only	$ 6.60		$ -						$24.12		$0.00

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maintenance	Qty	Total Annual Full Maintenance
Fire Supervisory Signal, Fire Pump	$ 3.87		$ -							Test Only See Line 104		
	$ -											
Miscellaneous	$ -											
Water tank; low level	$ 3.87		$ -							Test Only See Line 104		
Water tank; high level	$ 3.87		$ -							Test Only See Line 104		
Water tank; temperature	$ 3.87		$ -							Test Only See Line 104		
Lift Rental per inspection / Service Call (If Required)	$ 319.80	0	$ -							$319.80		$0.00
Door closer/Holder	$ 3.87		$ -							$90.21		$0.00
Smoke Dampers	$ 69.62		$ -							Test Only See Line 104		
Overhead fire doors	$ 152.28		$ -							Test Only See Line 104		
Alarm Notification Appliances												
Fire Alarm, Bell	$ 3.87		$ -							$15.27		$0.00
Speakers	$ 3.87		$ -							$15.27		$0.00
Fire Alarm Audio Visual Device (A/V)	$ 3.87		$ -							$18.67		$0.00
Fire Alarm Visual Device	$ 3.87		$ -							$17.92		$0.00
Horns	$ 3.87		$ -							$15.27		$0.00
chimes	$ 3.87		$ -							$15.27		$0.00
Monitoring												
UL Central Station Monitoring (Fire)	$ 319.80	1	$ 319.80									
Single Bldg fire alarm only including 24-hour dialer test	$ 409.14		$ -									
Multiple Bldg. applications (same Dialer) Cost per each building)	$ 153.30		$ -									
Combo Fire & Security Monitoring - Single Bldg	$ 537.06		$ -									
Single Bldg Burglar alarm	$ 383.76		$ -									
Holdup Duress	$ 63.96		$ -									
Open/Close Logging (Log Only)	$ 166.50		$ -									
Open/Close Logging Supervised	$ 447.72		$ -									

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maintenance	Qty	Total Annual Full Maintenance
Monthly opening and closing reports	$ 89.34		$ -									
Weekly opening and closing reports	$ 358.38		$ -									
Special Conditions(per initiating device) Monitoring of other alarm types such as temperature, nurse call)	$ 63.96		$ -									
Digital Communicator and programming	$ 710.38		$ -									
Reprogramming	$ 160.41	0	$ -									
Elevator Monitoring (per unit)	$ 255.84		$ -									
Parking Lot Service (Phone)	$ 255.84		$ -									
Video Alarm verification (Maximum 3 incidents per month, $30 charge per incident over 3/mo: video archive time 5 days	$ 1,265.99		$ -									
24 Hour Dialer Test for non-fire system subscriber or second line test	$ 77.16		$ -									
				Note: For all items that state "Test Only" Full Service is								
OPEN MARKET Service Not on Schedule												
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	$	319.80
Difficulty Factor		1.15
Sub Total	$	367.77
Spot Reduction	$	-
Price Reduction	$	8.50
Total Initial Test & Inspect	$	359.27

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	$	-
Difficulty Factor		1.15
Sub Total	$	-
Spot Reduction	$	-
Price Reduction	$	8.50
Total Annual Full Maintenance	$	-

Zip Code	78626	**Normal Business Hours Order Total**
End-User Facility Name	Juvenile Justice	
Address	200 Wilco Way	**$ 359.27**

Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____**Date:**_____

Zip Code	78626	**After Normal Business Hours Order Total**
End-User Facility Name	Williamson County Juvenile Justice Center	
Address	200 Wilco Way	**$ 538.91**

Use only if inspections are required to be performed outside normal business hours

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____**Date:**_____

The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.
Fire Alarm Technician (Non-Software based)

Rates - NICET Level II Technician (Conventional/Hard Wired System)	Per Hour
Repair Services per hour during normal hours (Monday through Friday)	$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	$137.82
Repair services per hour Sunday and Holidays	$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "http://simplexgrinnell.ia/government/US/index.asp" under GSA Schedules; Service.

Additional Terms and Conditions

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);

ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;

iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;

iv. Provide a safe work environment;

v. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and

vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

5. **Reserved**

6. **Limitation of Liability; Limitations of Remedy**. **It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

8. Terms and Conditions Governing Alarm Monitoring Service.

a. Customer agrees and acknowledges that Company's sole and only obligation shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested.

b. **Customer's Duties.**

i. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention.

ii. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational.

iii. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

iv. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

v. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

vi. Customer shall promptly reset the System after any activation.

vii. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

viii. Customer shall follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

viiii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.

c. **Communication Facilities.**

i. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

ii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.

iii. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM**

SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO

SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION.

CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED.

CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER.

CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH

A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

d. **Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional char**ge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

e. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

f. **System Equipment.** If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

g. **Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement.

h. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

i. **Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

Contractor: **SimplexGrinnell**						**SimplexGrinnell TXMAS Schedule**							
Sales Representative:	Heather Foster			(District #) 494-019461!		**Fire Alarm & Suppression Services :**						**TXMAS-5-03FAC010**	
Street:	3101 SE Inner Loop					**Fire Alarm Services**							
City:	Georgetown												
State:	Texas												
Phone #:													
End-User Facility Name	**Williamson County Annex Bldg (Taylor)**												
Address	412 Vance St.												
Zip Code	76574		Enter quantity of each of desired line items below rose colored boxes								**Full Service Pricing**		
			Total Price will automatically be calculated at botton of sheet.								**Includes Annual Inspection**		
LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	**Initial Test, Inspect, & Report**	**Qty**	**Total Initial Test, Inspect, & Report**								**Annual Full Maintenance**	**Qty**	**Total Annual Full Maintenance**
Control Equipment													
Simplex 4004	$ 160.41		$ -								$ 548.00		$0.00
Simplex 4005	$ 160.41		$ -								$ 543.21		$0.00
Simplex 4208	$ 160.41		$ -								$ 548.00		$0.00
Simplex 2001	$ 160.41		$ -								$ 548.00		$0.00
Simplex 4006	$ 160.41		$ -								$ 522.37		$0.00
Non-Simplex Fire Alarm Control Panel (Hardwire)	$ 160.41		$ -								$ 882.11		$0.00
Additional Panel (each)	$ 76.14		$ -	For Full Service, must insert panel quantities in lines 13-18.							Test Only See Line 104		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	$ 160.41		$ -								$ 573.42		$0.00
Control Panel Central Transmitter	Included										Included		
Central Station Receiver	Included										Included		
Annunciator LED type	$ 35.53		$ -								$ 154.43		$0.00
Annunciator graphic command center	$ 76.14		$ -								Test Only See Line 104		
NAC Power Extender (Includes Battery Testing)	$ 76.14		$ -								$ 152.93		$0.00
Battery testing - lead acid	Included										Test Only See Line 104		
Battery testing -gel cell	Included										Test Only See Line 104		
Battery testing - Ni-Cad	Included										Test Only See Line 104		
D.A.C.T.	$ 20.30		$ -								$ 71.16		$0.00
Emergency Telephone	$ 3.87		$ -								Test Only See Line 104		
Phone Jacks	$ 4.06		$ -								Test Only See Line 104		

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report						Annual Full Maintenance	Qty	Total Annual Full Maintenance
Call-in signal; off-hook indicator	Included								Test Only See Line 104		
Amplifier & tone generators	Included								Test Only See Line 104		
Initiating Devices											
Duct detector Functional Test Only	$ 20.30		$ -						$114.77		$0.00
Duct detector , Inspection, Cleaning, Sensitivity	$ 35.53		$ -						Test Only See Line 104		
Subfloor Detector (Test and Inspect)	$ 15.23		$ -						Test Only See Line 104		
Subfloor Detector (Test, Clean and Sensitivity)	$ 27.41		$ -						Test Only See		
Heat detector: restorable	$ 11.17		$ -						$37.05		$0.00
Heat detector: non-restorable	$ 11.17		$ -						$37.05		$0.00
Smoke detector: photoelectric (Includes Detector Cleaning)	$ 12.57		$ -						Test Only See Line 104		
Smoke Detector Test & Inspect	$ 7.75		$ -						$27.20		$0.00
Smoke detector: beam detection	$ 42.64		$ -	For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location					$146.50		$0.00
Smoke Detector Test/Inspect, Clean, and Sensitivity Testing	$ 21.32		$ -						$67.57		$0.00
Smoke Detector Sensitivity Report from Panel	$ 126.90		$ -						Test Only See Line 104		
Above ceiling grid smoke detector Inspection	$ 21.32		$ -						$64.81		$0.00
Smoke detector: laser	$ 40.61		$ -						Test Only See		
Master Box	$ 26.40		$ -						$171.18		$0.00
Fire Alarm Box (Manual Pull Station)	$ 3.87		$ -						$14.97		$0.00
Flame Detector	$ 40.61		$ -						$293.49		$0.00
Elevator Shunt Trip Test/Per Bank	$ 21.31		$ -						Test Only See Line 104		
Vesda Early Detection Device	$ 42.64		$ -						$249.10		$0.00
Fire Supervisory Signal, Emergency Generator	$ 3.87		$ -						Test Only See Line 104		
Fire Supervisory Signal, Air Pressure	$ 6.60		$ -						$24.12		$0.00
Sprinkler Water Flow Switch Electrical only	$ 6.60		$ -						$25.92		$0.00
Sprinkler Tamper Switch Electrical only	$ 6.60		$ -						$24.12		$0.00

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maintenance	Qty	Total Annual Full Maintenance
Fire Supervisory Signal, Fire Pump	$ 3.87		$ -							Test Only See Line 104		
	$ -											
Miscellaneous	$ -											
Water tank; low level	$ 3.87		$ -							Test Only See Line 104		
Water tank; high level	$ 3.87		$ -							Test Only See Line 104		
Water tank; temperature	$ 3.87		$ -							Test Only See Line 104		
Lift Rental per inspection / Service Call (If Required)	$ 319.80	0	$ -							$319.80		$0.00
Door closer/Holder	$ 3.87		$ -							$90.21		$0.00
Smoke Dampers	$ 69.62		$ -							Test Only See Line 104		
Overhead fire doors	$ 152.28		$ -							Test Only See Line 104		
Alarm Notification Appliances												
Fire Alarm, Bell	$ 3.87		$ -							$15.27		$0.00
Speakers	$ 3.87		$ -							$15.27		$0.00
Fire Alarm Audio Visual Device (A/V)	$ 3.87		$ -							$18.67		$0.00
Fire Alarm Visual Device	$ 3.87		$ -							$17.92		$0.00
Horns	$ 3.87		$ -							$15.27		$0.00
chimes	$ 3.87		$ -							$15.27		$0.00
Monitoring												
UL Central Station Monitoring (Fire)	$ 319.80	1	$ 319.80									
Single Bldg fire alarm only including 24-hour dialer test	$ 409.14		$ -									
Multiple Bldg. applications (same Dialer) Cost per each building)	$ 153.30		$ -									
Combo Fire & Security Monitoring - Single Bldg	$ 537.06		$ -									
Single Bldg Burglar alarm	$ 383.76		$ -									
Holdup Duress	$ 63.96		$ -									
Open/Close Logging (Log Only)	$ 166.50		$ -									
Open/Close Logging Supervised	$ 447.72		$ -									

LINE ITEMS - Fire Alarm Contract (Conventional) SIN 561-001	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maintenance	Qty	Total Annual Full Maintenance
Monthly opening and closing reports	$ 89.34		$ -									
Weekly opening and closing reports	$ 358.38		$ -									
Special Conditions(per initiating device) Monitoring of other alarm types such as temperature, nurse call)	$ 63.96		$ -									
Digital Communicator and programming	$ 710.38		$ -									
Reprogramming	$ 160.41	1	$ 160.41									
Elevator Monitoring (per unit)	$ 255.84		$ -									
Parking Lot Service (Phone)	$ 255.84		$ -									
Video Alarm verification (Maximum 3 incidents per month, $30 charge per incident over 3/mo: video archive time 5 days	$ 1,265.99		$ -									
24 Hour Dialer Test for non-fire system subscriber or second line test	$ 77.16		$ -									
				Note: For all items that state "Test Only" Full Service is								
OPEN MARKET Service Not on Schedule												
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -
	$ -		$ -							$ -		$ -

If a Reduction is needed, **type** it in here>

Initial Test & Inspect. Sub Total:	$	480.21
Difficulty Factor		1.15
Sub Total	$	552.25
Spot Reduction	$	-
Price Reduction	$	8.50
Total Initial Test & Inspect	$	543.75

If a Reduction is needed, **type** it in here>

Annual Full Maintenance Sub Total:	$	-
Difficulty Factor		1.15
Sub Total	$	-
Spot Reduction	$	-
Price Reduction	$	8.50
Total Annual Full Maintenance	$	-

Zip Code	76574	**Normal Business Hours Order Total**
End-User Facility Name	Annex Bldg (Taylor)	
Address	412 Vance St.	**$ 543.75**

Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____**Date:**_____

Zip Code	76574	**After Normal Business Hours Order Total**
End-User Facility Name	Williamson County Annex Bldg (Taylor)	
Address	412 Vance St.	**$ 815.63**

Use only if inspections are required to be performed outside normal business hours

By signing, customer acknowledges and agrees to the additional terms and conditons below. Simplex Grinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____**Date:**_____

The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.
Fire Alarm Technician (Non-Software based)

Rates - NICET Level II Technician (Conventional/Hard Wired System)	Per Hour
Repair Services per hour during normal hours (Monday through Friday)	$92.39
Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday)	$137.82
Repair services per hour Sunday and Holidays	$183.76

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

Repairs and unscheduled services are not to be quoted using this document, please use the applicable quote forms located on our SG Intranet site "http://simplexgrinnell.ia/government/US/index.asp" under GSA Schedules; Service.

Additional Terms and Conditions

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are proposed for contractual inclusion in all Orders issued by ordering activities under the GSA FSS Contract, except that for Section H.5 (Limited Warranty), which reflects SG's Standard Commercial Warranty, this language will be included in GSA Advantage and shall be applicable to the GSA FSS master contract level.

For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to ordering activities, and "Company" refers to SimplexGrinnell LP.

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed attachments ("Covered System(s)").
2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work. Customer
3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism
4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date (this includes the date of all Orders and the date of all requests for work to be performed, whichever first occurs). If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site authorized representative prior to work performance. Should such repair work be declined, Company shall be relieved from any and all liability arising there from.

b. Customer further agrees to:

i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment (Company can provide at additional price);

ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;

iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;

iv. Provide a safe work environment;

v. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and

vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry time, during work performance, or exit time) will be billable at quarter hour increments based upon the hourly prices established for Repairs and Unscheduled Services.

5. **Reserved**

6. **Limitation of Liability; Limitations of Remedy**. **It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer' release and waive all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.**

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the specific GSA Order price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company for the specific GSA order. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the specific site where the incident occurred. Such sum shall be complete and exclusive. If Customer desire Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

8. Terms and Conditions Governing Alarm Monitoring Service.

a. Customer agrees and acknowledges that Company's sole and only obligation shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested.

b. **Customer's Duties.**

i. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention.

ii. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational.

iii. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

iv. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

v. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

vi. Customer shall promptly reset the System after any activation.

vii. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

viii. Customer shall follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

viiii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.

c. **Communication Facilities.**

i. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

ii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.

iii. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM**

SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO

SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION.

CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED.

CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER.

CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH

A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

d. **Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional char**ge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

e. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

f. **System Equipment.** If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

g. **Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement.

h. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

i. **Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

EXHIBIT B

Contract #	Start Date	End Date	Description / Address	MON
27978344	1-May-15	30-Apr-18	EMERGENCY SVC OPS CENTER-911 TRACY CHAMBERS LANE-1992	$ 272.76
427648	1-Nov-17	31-Oct-18	301 SE INNERLOOP GEORGETOWN (01356528)	$ 359.27
66837585	1-Jan-17	31-Dec-17	107 S HOLLY ST-01245674	$ 359.27
996367	1-Mar-17	28-Feb-18	1801 E Old Settlers Blvd-02030289	$ 344.34
996350	1-Mar-17	28-Feb-18	1781 E OLD SETTLERS BLVD-02030140	$ 325.27
934293	1-Mar-17	28-Feb-18	Cedar Park Annex-01245665	$ 289.20
806848	1-Aug-17	31-Jul-22	710 MAIN ST (00540839)	$ 324.95
				$ 2,275.06

Commissioners Court - Regular Session **61.**

Meeting Date: 12/19/2017

BA EMS 12-19-2017

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 Emergency Medical Services (EMS).

Background

Commissioners Court approved on 09/12/17 an interlocal agreement with Williamson County and Cities Health District for the fiscal year 2018 Influenza Immunization Program. The Health District reimbursed the County for the related EMS costs. The budget amendment is to recognize the associated revenue and expenditures related to the Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payments From Other Entities	$2,475.22

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/11/2017 01:54 PM
Budget Office	Ashlie Koenig	12/11/2017 02:08 PM
Form Started By: Angela Schmidt		Started On: 12/08/2017 03:01 PM
Final Approval Date: 12/11/2017		

Commissioners Court - Regular Session **62.**

Meeting Date: 12/19/2017

BA EMS 12-19-2017

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 Emergency Medical Services (EMS).

Background

Commissioners Court approved on 09/12/17 an interlocal agreement with Williamson County and Cities Health District for the fiscal year 2018 Influenza Immunization Program. The Health District reimbursed the County for the related EMS costs. The budget amendment is to recognize the associated revenue and expenditures related to the Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.001100	Salaries	291.70
	0100.0540.001110	Overtime	1,689.19
	0100.0540.002010	FICA	151.54
	0100.0540.002020	Retirement	264.84
	0100.0540.002050	Worker's Comp	77.95

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/11/2017 01:54 PM
Budget Office	Ashlie Koenig	12/11/2017 02:08 PM
Form Started By: Angela Schmidt		Started On: 12/08/2017 03:05 PM
Final Approval Date: 12/11/2017		

Commissioners Court - Regular Session **63.**

Meeting Date: 12/19/2017

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
j) Project Valero

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 11:17 AM
Form Started By: Charlie Crossfield		Started On: 12/14/2017 11:07 AM
Final Approval Date: 12/14/2017		

Commissioners Court - Regular Session **64.**

Meeting Date: 12/19/2017

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 the acquisition of real property and easements 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 SH 29 @ DB Wood.

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 acquistiion 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.

n) Discuss the Interlocal Agreement with BRA for CR 305
o) Discuss a TXDOT AFA for the CR 456 truss bridge in Copeland.
C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/14/2017 11:17 AM
Form Started By: Charlie Crossfield		Started On: 12/14/2017 11:05 AM
Final Approval Date: 12/14/2017		